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VOL. XLI., No. 28.

The Solicitors' Journal and Reporter.

LONDON, MAY 8, 1897.

*** The Editor cannot undertake to return rejected contributions, and copies should be kept of all articles sent by writers who are not on the regular staff of the JOURNAL.

Contents.

CURRENT TOPICS 463
THE LAND TRANSFER COMPROMISE 466
THE IMPLIED GRANT OF A RIGHT TO LIGHT 466
LEGISLATION IN PROGRESS 467
CORRESPONDENCE 467
LAW SOCIETIES 470
THE LAND TRANSFER BILL 474
LEGAL NEWS 475
COURT PAPERS 475
WINDING UP NOTICES 478
CREDITORS' NOTICES 479
BANKRUPTCY NOTICES 479

Cases Reported this Week.

In the Solicitors' Journal.

Abergavenny (Marquis of) v. Parsons 468
Andrews v. Denton 469
Australian Joint-Stock Bank (Lim.) ... 469
Eastman's Photographic Materials Co.'s Trade-Mark, Re 468
Errington, Re. Errington v. Errington 468
Phillips, Re. Ex parte Thomas & Co. 470
Raatz, Re. Ex parte Raatz 470
Roberts, Re. Knight v. Roberts 468
Sharland, Re. Kemp v. Sharland 468
Wilcox & Gibbs v. Janes 469

In the Weekly Reporter.

Attorney-General v. Brown 446
Finlay v. Darling 445
Floyd v. Lyons & Co. 435
Hawker, In re. Duff v. Hawker 440
Hayward, In re. Hayward v. Hayward 439
Huddersfield Corporation v. Ravenscroft Urban District Council 436
Lewis v. Powell 436
Mersey Docks and Harbour Board v. Commissioners of Inland Revenue ... 443
Priestley v. Ellis 442
White v. Southend Hotel Co. 434

CURRENT TOPICS.

WE ARE officially informed that the County Court Rules (March), 1897, have been annulled by the Rule Committee. Rules in substitution for them are now under consideration, and ample notice will be given before they are put in force.

NOT THE LEAST interesting of the many commemorations of this year will be the meeting of solicitors on Her Majesty's birthday (May 24) at the Hotel Cecil, when the dinner of the Solicitors' Benevolent Association is to be held under the presidency of Sir JOHN B. MONCKTON, Town Clerk of London. A large gathering of members of the profession may be anticipated, and the loyal toasts will doubtless be received with even more than the customary enthusiasm.

NECESSITOUS MEMBERS of the solicitors' profession, and their families, will have good reason to remember the present year. The Victoria Pension Fund for their benefit, instituted by the Council of the Incorporated Law Society in commemoration of the Queen's Jubilee, has now reached the sum of £5,183, and is being constantly added to by subscriptions, by solicitors in all parts of the country, ranging from one guinea up to 100 guineas. No better mode of commemoration—and, we may perhaps venture to say, probably no mode more acceptable to Her Majesty—could be devised than the establishment of a permanent fund for the assistance of hard-working professional men who have fallen on evil days.

THE DISCUSSION at the special general meeting of the Incorporated Law Society on Mr. CHARLES FORD'S motion with respect to the Long Vacation took the only form which can lead to any practical benefit. Under the terms of Mr. FORD'S motion it is difficult to see how any change would be made in the present practice. Provision is already made for the prosecution of urgent business both in chambers and in court; and the matters to which the motion refers—matters the postponement of which would involve substantial hardship or a denial of justice—fall within this category. The vacation judges and the court officials are doubtless not over anxious to take a wide

view of what should be vacation business; but this tendency would not be modified by a rule made in the form of Mr. FORD'S motion. While, however, it would have been futile to adopt the motion, it would have been inexpedient to meet it with a direct negative, and the meeting did well to accept Mr. ATLEE'S amendment postponing the consideration of Mr. FORD'S motion until the July meeting, when it can be replaced by a motion dealing more fully with the whole question of the Long Vacation. But it must not be forgotten that the previous action of the society in relation to the subject has not been very consistent. At the Norwich meeting in 1892 Mr. BLYTH'S motion for the entire abolition of the Long Vacation was carried unanimously; but the Council did not see their way to act upon it, and when a similar resolution was moved by Mr. PARKER at the special meeting in January, 1895, Mr. RAWLE succeeded in passing an amendment: "That the Long Vacation should be materially shortened, and that pleadings should be delivered, and that other formal business should be transacted throughout the Long Vacation, as mentioned in the annual report of the Council for 1893." So far, then, the Society, while recognizing the importance of the subject, has vacillated between curtailment and abolition, and when the matter is brought up again in July care should be taken to get an expression of opinion which may be regarded as authoritative. It may be suggested that the true solution of the difficulty lies in the direction of Mr. RAWLE'S amendment to which we have just referred, and the details of which were elaborated in the paper read by him at Liverpool in 1895. Under his scheme it was proposed that the judicial vacation should be two months, from the first Monday in August to the first Monday in October, while the offices were to be open continuously, with the exception of the last week in August and the first week in September. Unfortunately no resolution was proposed at the Liverpool meeting, but it would be well if the scheme could be considered at the meeting next July.

IN THE House of Lords Standing Committee the Lord Chancellor has for the moment—though we do not gather that the decision is final—assented to the exclusion from the Land Transfer Bill of clause 13, which permits of the acquisition of a possessory title in respect of registered land. Under section 21 of the Land Transfer Act, 1875, the Statute of Limitations is not allowed to apply to registered land, and hence the title of the registered owner remains intact, notwithstanding that he may have been for many years out of possession, and that the possession has been actually held adversely to him. There is practically a consensus of professional opinion that this neglect of possession as a foundation of title is both unnecessary and inconvenient, and the present Bill, by the clause in question, proposed to repeal section 21 of the Act of 1875. Lord THRING objects to this, on the ground that it would defeat the whole purpose of the Bill by making two incompatible titles to land possible, and Lord HALSBURY has yielded to the objection. The possible inconvenience, however, of having a title on the register which, through want of possession, does not represent the real title is slight compared with the inconvenience of making a registered title—that is, a paper title—prevail over a claim founded on long possession. Not only is it frequently inequitable to turn out the actual possessor of land, but the possibility of gaining a title by possession is of great value in settling questions of disputed boundaries. As we pointed out recently, however, in discussing the case of *The Belize Estate Co.* v. *Quilter* (*ante*, p. 434), where the Privy Council held that the system of registration in force in British Honduras did not exclude the acquisition of title by possession, the repeal of section 21 ought to be supplemented by express provision for the registration of the new possessory title in the place of the title which has been extinguished. A similar suggestion was made by Lord HERSCHELL in the House of Lords Committee with a view to obviating the objection made by Lord THRING. It could be provided, said Lord HERSCHELL, that the person who claimed title by possession for the statutory term should apply to the court to have his name registered as owner, and that his title should not be held good until his name had been so registered. Possibly this last condition follows as a legitimate consequence, but in any case clause 13 ought to be restored to the Bill and specific provision made for the registration of the new title by possession in substitution for that which has been extinguished by the operation of the Statute of Limitations. This would preserve all the effect of registration without interfering with the most fundamental principle of English real property law—namely, that title to land is founded ultimately on possession.

IT WAS recently stated by a correspondent of the *Times*, in urging codification upon the Government, that 15,000 Acts of Parliament are still in force. A learned contributor, who has been investigating the matter, writes that the result of his examination of the statute books is as follows: The number of public general Acts now in force we find to be about 5,200 (of which as many as 3,600 belong to the present reign), so that, unless "local and personal" Acts are counted, the number given by the *Times* correspondent is far too large. On the other hand, if "local and personal" Acts be taken into consideration, the estimate would, we think, be too low. During the last hundred years 18,656 such Acts were passed (12,083 belonging to the present reign), and such Acts are far less liable to repeal than the public general Acts. If the local and personal Acts be counted, we should think that 25,000 would more nearly approximate the number of Acts in force than 15,000. Be that as it may, it is only the Public General Acts (with the exceptions, perhaps, of the London Building Act and the Thames Conservancy Acts) that lawyers need trouble themselves about until they are put on inquiry with reference to them; and it is satisfactory to know that these amount to little more than 5,000, of which the earlier are "in part" repealed—see a curious instance in the single unrepealed 12th section of 16 Geo. 2, c. 8. It may be added that the total of the public general Acts passed from the Statute of Merton (1235) to the end of 1896 amounts to about 18,000 (the exact number, we think, is 17,782; but prior to 1797 it is not quite easy to distinguish between public Acts and local Acts), of which 5,843 were passed in the present reign. The busiest session was that of 1846, during which, though it lasted barely six months, 570 Acts were passed, of which 117 were "public general." The largest number of "public general" Acts passed in any session of the present reign was 154—passed in 1860; and the largest number of such Acts ever passed in any one session of Parliament was 196—passed in 1814-15, from November to July. For the last twenty-five years the yearly average of Acts, which for the earlier years of the present reign stood at over 100 (and produced such bulky volumes as that for 1867, which in the *Law Reports* Edition contained more than 1,500 pages), has very much fallen off, the average of the decade 1880-89 being 70, and that for 1890-96 being only 65. Much of the Victorian Statute Book is taken up with lengthy Statute Law Revision Acts, 24 of which were passed from 1861 to 1894.

THE SINGLE unrepealed 12th section of 16 Geo. 2, c. 8, to which we refer above, appears to call for some special notice. The Act was passed "for repealing certain duties on spirituous liquors, and on licenses for retailing the same, and for laying other duties on spirituous liquors and on licenses to retail the said liquors," and although the whole of it, except part of the 12th section, was repealed by the Statute Law Revision Act of 1867, it has been recently dignified by Parliament, in the Short Titles Act, 1896, by the title of "The Spirits Act, 1742." The unrepealed part of the 12th section, however, as printed in the 2nd edition of the Revised Statutes, runs as follows: "Provided always and be it enacted by the authority aforesaid, that this Act or anything therein contained, shall not extend to any physicians, apothecaries, surgeons, or chymists, as as (*sic.*) to any spirits or spirituous liquors which they may use in the preparation or making up of medicines for sick, lame, or distempered persons only. . . ." We are unable to see how this enactment can have any operation whatever. The subject-matter of this "Spirits Act" without any spirit in it, we may observe, is now effectively provided for by the Spirits Act, 1880, and section 72 of the Licensing Act, 1872, which, amongst other savings, contains a saving for "the sale of medicated or methylated spirits, or spirits made up in medicine and sold by medical practitioners or chemists and druggists."

Missing word competitions seem likely to receive the attention of the High Court once more before long. The proprietor of a weekly paper was charged last week at Bow-street Police Court under section 2 of 42 Geo. III. c. 119, with keeping a lottery, and the magistrate has reserved his decision. There was no dispute at all as to facts, and probably, whatever the decision may be, the party to whom it is adverse will appeal. The facts are hardly distinguishable from those which came before Stirling, J., in the well-known case of *Barclay* v. *Pearson* (1893, 2 Ch. 154), except in one particular. In the reported case each competitor had to pay one shilling, which he had to send to the office of the paper along with the coupon cut from the paper, upon which the word he guessed had to be written. In the recent case, on the other hand, no fee was payable, but every purchaser of the paper might compete for the prize offered by merely writing the word he guessed upon the coupon, cutting the coupon out, and sending it to the defendant. In neither case, however, can it be said with any show of reason that anything like skill can enter into the competition. The word which was omitted from the printed sentence was in neither case any more fitting than a number of other words, while in the more recent case it may fairly be said that the "correct word" was most unsuitable. If any real exercise of skill entered into these competitions there might be a great deal to be said for them, and they probably would be perfectly lawful; but as long as the finding of the correct word is mere guess-work, so long does the winning of a prize depend mainly on chance, and therefore the competition amounts to a lottery. It apparently was argued that the fact that the competitors paid nothing more than the price of the paper for the chance of winning a prize was sufficient to save the competition from being a lottery, and that the proprietor of the paper merely offered a prize to his readers for a chance for which they paid nothing. This argument, however, seems to have been disposed of by the High Court in the case of *Taylor* v. *Smetten* (11 Q. B. D. 207). In that case the defendant sold packets of tea for half-a-crown each. Each packet contained a ticket giving the purchaser a right to a prize, the prizes varying in value from a merely nominal sum to a very considerable sum. The court held that the fact that the purchaser of the tea got tea fairly of the value of half-a-crown made no difference at all, and that the transaction was a lottery; that the purchasers must be taken to have paid half-a-crown for a packet of tea *plus* a chance of a prize, and that the fact that the tea alone was worth half-a-crown in the market was immaterial. In the recent case by similar reasoning the fact that the purchaser got for his penny a paper which may fairly be considered worth a penny does not seem to be sufficient to save the defendant from conviction, though he may possibly be justified on some grounds not at present apparent.

It is pointed out by Lord Davey in *Mountcashell* v. *More Smyth* (1896, A. C. 158, at p. 164) that when an estate *pur autre vie*, whether equitable or legal, is created without any designation of a special occupant, the law casts it, in the event of the death of the grantee, upon the executor (see the 6th section of the Wills Act), and it is for those who say that it ought to go to the heir to shew that there are some words in the creation of the legal or equitable estate *pur autre vie* which throw it upon a special occupant. "If it is to go to the heir," he added, "my present impression is that express words are necessary, and that in a deed, at all events, the word 'heir' must be used for the purpose of designating the special occupant," the point whether express words were necessary in a will being thus left open. The case being a case of a deed, the point did not call for a decision there. In *Re Sheppard* (reported *ante*, p. 451), Romer, J., had before him the case of a devise of rents upon trust for three persons and their issue equally during their lives and the life of the longer liver of them, and it was contended that a share passed to the heir on the owner dying intestate during the life of the *cestui que vie*, notwithstanding that the heir had not been mentioned in the devise. Romer, J., treated the case as one where the owner of the freehold devises to trustees on trust to pay the income to A. during the life of another, see *Chatfield* v. *Berchtoldt* (20 W. R. 401, L. R. 7 Ch. App. 192, at pp. 196, 197), where a very similar devise was so construed by the Court of Appeal. For the heir the decision of Sugden, L.C., in *Wall* v. *Byrne* (2 J. & L. 118) was pressed on the court. In that case the testator, being lessee of lands demised to him, his heirs, and assigns *pur autre vie*, devised all his real, freehold, and personal property to A., and it was held that, on the death of A. intestate, the demised lands passed to A.'s heir, and not to his personal representative, the Lord Chancellor declining to hear argument to the contrary, (*cf.*, the observations of counsel, 1896, A. C. at p. 162). "If ever a point was closed by decision," said he, "it is this; that where a man has an estate *pur autre vie*, limited to him and his heirs, and devises that estate by words which, without words of limitation, would pass the *quasi* inheritance . . . and the devisee dies intestate, the persons to take are the heirs and not the personal representatives of the devisee." But whereas the testator in *Wall* v. *Byrne* had such an estate as has just been described, the testator in *Re Sheppard* had an estate in fee simple, which he devised *pur autre vie*, and the learned judge was thereby able to distinguish *Wall* v. *Byrne* without going into the question whether that case was rightly decided or not. But it is submitted that the view on which it was decided did not sufficiently regard the peculiar doctrine of occupancy—that everyone who comes in after the first taker comes in as an occupant and not as deriving title through him, effect being given to the intention expressed by the donor that a particular person shall be the special occupant after the first taker: see *Re Barber* (29 W. R. 909, 18 Ch. D. 624, pp. 627, 628, per Fry, J.), and that the question suggested as the test—viz., "Would the words pass the *quasi* inheritance?" is not directed to the real point. Romer, J., laid it down that, in order to find that there is a special occupant, the word "heir" must either be expressly mentioned in the gift, or it must be otherwise shewn that the heir is intended to take where the gift is by will, but the heir must be expressly mentioned where the gift is by deed. *Phillpotts* v. *James* (3 Doug. 425), another case relied on for the heir, was explained as being a case where the intention that the heir should take was clearly shewn by the testator, and, *Wall* v. *Byrne* and *Phillpotts* v. *James* being out of the way, his lordship held that there was no special occupant designated by the testator, and that the share consequently devolved on the personal representatives of the last owner according to the 6th section of the Wills Act.

It has sometimes been argued that where a breach has been committed of a contract to lend money, the damages are to be measured by the amount of the sum agreed to be lent; but the fallacy of the argument is obvious. If judgment passed for the plaintiff in this form, he would receive the money as his absolute property, without being under any obligation to return it. The real intention of such reasoning is that the defendant should be compelled to hand over the money as a loan; but this means that the action is for specific performance, not for damages, and it is well settled that specific performance of a contract to lend money will not be granted (*Rogers* v. *Challis*, 27 Beav. 175), though, where there is a contract to advance money on mortgage, and the money has been advanced, the court will compel execution of the mortgage (*Hermann* v. *Hodges*, L. R. 16 Eq. 18). In suing for a breach of a contract to advance money the damages will follow the ordinary rule, and will depend on the actual loss to the plaintiff. In the event of his being able to get the money elsewhere there may be in fact no loss, and then, as pointed out by Chitty, J., in *Western Wagon Co.* v. *West* (1892, 1 Ch. p. 277), the damages will be merely nominal. The same principle applies in the case of an agreement to take up debentures of a company. In *South African Territories (Limited)* v. *Wallington* (*ante*, p. 422) the defendant had agreed to take sixteen debentures of the plaintiff company, and had paid £80 as deposit. The debentures were allotted to him, but he failed to pay the balance of £520. The company accordingly sued him, claiming payment of this amount. Wright, J., held that this claim was right, treating the £520 apparently as a debt to the company. But, as was pointed out in the Court of Appeal, an agreement to take debentures is no more than an agreement to lend money, and the company issuing them can only claim compensation for the loss which has been suffered. Under these circumstances, as the plaintiff

company gave no evidence of actual damage, and as 5s. had been paid into court to cover nominal damages, the defendant was free from further liability.

THE LAND TRANSFER COMPROMISE.

THE compromise which has been agreed upon between the Council of the Incorporated Law Society and the Lord Chancellor with regard to the Land Transfer Bill practically carries into effect, with some rather material modifications, the resolution of the Associated Provincial Law Societies:—

"That the clauses of the Land Transfer Bill imposing compulsory registration be opposed unless the following modifications can be obtained:

(1) A definite restriction in the Bill itself of the area within which compulsion may be applied;

(2) The (*a*) initiative or (*b*) consent of county councils as a condition of the application of compulsory registration;

(3) The lapse of a definite experimental period before the area in which compulsion may have been applied is extended;

(4) A restriction of the power of practising in the Land Registry for reward to solicitors."

As will be seen from the report of the proceedings of the House of Lords Standing Committee, which we give elsewhere, that it is now provided by the Bill that (1) the first order under the Act providing for compulsion is not to affect more than one county, but the particular county to be affected is not specified; (2) notice is to be given to the county council of intention to make an order for compulsory registration of title in any county, and if within three months of the receipt of such notice the county council, at a meeting specially called for the purpose, at which two-thirds of the whole number of the members shall be present, resolve, and communicate to the Privy Council their resolve, that in their opinion compulsory registration of title would not tend to facilitate or cheapen the transfer of land in their county, the order is not to be made; (3) except as to a county which has signified through its county council its desire to have compulsory registration of title, no further order beyond the first is to be made until the expiration of three years from the making of the first order; and (4) an instrument of transfer or charge and an application to register restrictive conditions, or to alter or discharge, or alter the priority of a registered charge, is, though under hand only, to be deemed an instrument within the meaning of section 44 of the Stamp Act, 1891, so as to restrict the preparation, &c., of these instruments to owners of land or their solicitors.

The Council of the Incorporated Law Society have loyally done their best to obtain the requirements formulated by the country solicitors, and have been fairly successful in their endeavours. Whether these requirements are adequate is, of course, another matter. We have from the first expressed our opinion that the intervention of the county council will prove to be a delusion. Our own view is that there is no county council which can be got to consider the matter with a view to opposing a proposed order. They will decline to take up a subject so full of technical detail, and the fact that the order is proposed to be made will be accepted as sufficient ground for acquiescence. They will probably be ready enough, however, without consideration, upon a statement of the advantages of compulsory registration issued by the Land Registry, to signify a desire to have compulsory registration of title in their county.

Our opinion, expressed from the very introduction of the Bill, has been that the experimental area should be defined in the Bill, and should not be extended without the authority of Parliament. We cannot, therefore, pretend to feel any great satisfaction with the compromise, except in so far as it may possibly provide an experimental period for trial of the new system, and in so far as it relates to the exclusion from the Land Registry of unqualified agents. These are good things, but it seems to us that, practically, whatever may be the result of the three years experiment, the Land Registry will be able under the compromise, immediately after the three years, to spread its offices over the whole country, and that opposition on on the ground that the system has not proved a success, will be hopeless. Time will show whether we are right. In any case it must be said that the Provincial Law Societies have made their own bed, and will have to lie on it.

THE IMPLIED GRANT OF A RIGHT TO LIGHT.

IT HAS been settled ever since the old case of *Palmer* v. *Fletcher* (1 Lev. 122) that when a man sells a house and retains adjoining ground, he is *primâ facie* debarred from afterwards building upon the adjoining ground so as to interfere with the light actually enjoyed in connection with the house at the time of the sale. The lights, it was said in that case, are a necessary part of the house, and a man may not derogate from his own grant. And in the application of the principle it makes no difference that the house has been only recently erected, provided it has been erected under such circumstances as to lead to a presumption that the light was intended to be enjoyed. It is no question of the acquisition of a right to light by prescription, but simply of the preservation of the convenience enjoyed with the house when the house and the adjoining land were in the same ownership. An important statement of the rule is contained in the judgment of TINDAL, C.J., in *Swansborough* v. *Coventry* (9 Bing. 309): "It is well established by the decided cases, that where the same person possesses a house, having the actual use and enjoyment of certain lights, and also possesses the adjoining land, and sells the house to another person, although the lights be new, he cannot, nor can anyone who claims under him, build upon the adjoining land so as to obstruct or interrupt the enjoyment of those lights." And the rule has been recognized in subsequent cases, as where in *Allen* v. *Taylor* (16 Ch. D., p. 357) JESSEL, M.R., said: "There can be no doubt that the law as laid down by *Palmer* v. *Fletcher* is the law of the present day; that is, that where a man grants a house in which there are windows, neither he, nor anybody claiming under him, can stop up the windows or destroy the lights. That is based on the principle that a man shall not derogate from his own grant; and it makes no difference whether he grants the house simply as a house, or whether he grants the house with the windows or lights thereto belonging." Hence, in order to support the right to light it is not necessary to have recourse to general words in the conveyance, whether express or implied by virtue of section 6, sub-section (2) of the Conveyancing Act, 1881, although under that clause the conveyance of the house, in the absence of an expression of a contrary intention, carries also all lights occupied or enjoyed with the house.

It would, however, be a great hardship upon vendors who retain adjoining land for the express purpose of building on it if the principle which has thus been recognized were absolute, and if the conveyance of the house necessarily fettered the user of the adjoining land. In any such transaction between vendor and purchaser the guiding consideration must be, What were really the intentions of the parties at the time of the sale; and if the purchaser of the house knew that he could not reasonably expect to have the adjoining land kept open, he cannot complain if the rule is not applied to its full extent in his favour. Several recent cases have illustrated this qualification. In *Birmingham, &c., Banking Co.* v. *Ross* (36 W. R. 914, 38 Ch. D. 295) the Corporation of Birmingham granted a lease to the plaintiffs of a piece of land with newly-erected buildings. The building abutted on a passage 20ft. wide which the corporation agreed to keep open, and on the other side of the passage were old buildings about 25ft. high. The corporation demised the land on the other side of the passage to the defendant, who erected on the site of the old buildings a house 80ft. high, which materially interfered with the plaintiffs' light. The land on both sides of the passage was part of a larger piece of land laid out by the corporation under a building scheme for the improvement of the town. Under these circumstances it was held that, though the interposition of the passage was not fatal to the plaintiffs' claim to an uninterrupted right of light, yet there was no such enjoyment of the right at the time of the demise of the house to them as to lead to an expectation that the light would be continued, and they were not entitled, therefore, to have it continued. It was, indeed, within the knowledge of the plaintiffs that the corporation intended to use all the land for building, and this was a circumstance which rebutted the ordinary implication that the plaintiffs were to have the light as it existed at the date of the demise.

A similar qualification of the *primâ facie* right of a purchaser

or lessee of a house was pointed out in *Myers* v. *Catterson* (38 W. R. 488, 43 Ch. D. 470). There a railway sold to the plaintiff a piece of their surplus land together with a house which they had allowed him to erect thereon. The house was close to a series of arches on which the line of railway ran, and the defendant, who claimed under the company, interfered with the access of light to the house by blocking up the arches. It was held that this was inconsistent with the implied obligation into which the company had entered upon the sale of the surplus land to the plaintiff. *Primâ facie*, this was an obligation not to interfere with the lights of the house, though it could not be assumed to extend to prohibiting the company from doing anything which might be necessary in constructing their railway. The fact that the company acquired the land for the purpose of the railway was a circumstance to be taken into consideration in determining the obligation imposed upon them by implication on a sale of any part of the land, and this might introduce a qualification on the obligation which would ordinarily be implied. In the actual facts of the case, however, this was not so, for the blocking up of the arches by the defendant was not required for the purposes of the railway, and it was restrained by a mandatory injunction. *Wilson* v. *Queen's Club* (40 W. R. 172; 1891, 3 Ch. 522) was another case of a similar nature. The fact that the land adjoining the house demised was subject to a common building scheme was admitted to be a circumstance which would entitle the lessor to obstruct the light of the demised house by building, but, apart from this, the right to light existed and the lessee of the house obtained an injunction to restrain the continuance of a hoarding which had been erected to prevent him from overlooking the adjoining ground, which for the time was being used as a cricket ground.

The question has recently been dealt with by the Court of Appeal in *Broomfield* v. *Williams* (*ante* p. 348, 1897, 1 Ch. 602) where, apparently, an attempt was made to shew that *Birmingham, &c., Banking Co.* v. *Ross* (*supra*), and *Myers* v. *Catterson* (*supra*) had in some way weakened the principle, as applied to cases of this kind, that a grantor cannot derogate from his own grant. But it is clear that nothing of the kind has taken place, and so the Court of Appeal pointed out. The *primâ facie* right of the purchaser or lessee of the house to the light actually enjoyed at the time of the sale or demise still exists. Nothing more has been done than to recognize that the right must nevertheless depend on the real intentions of the parties, and to ascertain these the whole of the circumstances of the case must be taken into consideration. In *Broomfield* v. *Williams* the vendor of the house, who had retained the adjoining land, claimed to build close up to the boundary, thus denying altogether any obligation to preserve the access of light to the house which he had sold. This claim was obviously bad, though since, by the purchaser's admission, the whole land was subject to a common building scheme, the vendor was not absolutely prohibited from building. He was entitled to build in accordance with the scheme, and this would have left a passage between the two houses. Hence, since the second house had been in fact built, the damages were measured by the loss caused to the plaintiff by the defendant's failure to leave this passage.

LEGISLATION IN PROGRESS.

EMPLOYERS' LIABILITY.—The Workmen's Compensation Bill, which has been introduced by the Home Secretary in the House of Commons and read a first time, consists of five clauses and two schedules. The first clause provides, by sub-section (1), that "if in any employment to which this Act applies personal injury by accident arising out of and in the course of the employment is caused to a workman, his employer shall, subject as hereinafter mentioned, be liable to pay compensation in accordance with the first schedule of this Act." Sub-section (2) introduces the provisoes (*a*) that the employer is not to be liable under the Act in respect of any injury which does not disable the workman for a period of at least two weeks from earning full wages at the work at which he was employed; and (*b*) that when the injury is caused by the wilful and wrongful act or default of the employer or some person for whom he is responsible, nothing in the Act shall affect any liability, civil or criminal, of the employer or persons for whom he is responsible; but the employer is not to be liable to pay compensation both independently of and also under the Act, and he is not to be liable to pay compensation independently of the Act, except in case of such wilful and wrongful act or default. Sub-section (3) enumerates the various questions which are likely to arise under the Act—whether the employment is one to which the Act applies, whether the injury was caused by a wilful and wrongful act or default, as to the amount or duration of compensation, &c.—and provides that such questions, if not settled by agreement, shall be settled by arbitration in accordance with the second schedule. Sub-section (4) allows "contracting out" in cases where the employer substitutes a scheme of compensation or insurance which is certified by the Registrar of Friendly Societies to be on the whole not less favourable to the workmen than the provisions of the Act. Clause 2 provides in sub-section (1) that the Act shall apply only to employment on, in, or about a railway, factory, mine, quarry, or engineering work; and sub-section (2) defines these terms, and also defines "employer" to include any body of persons, corporate or unincorporate, and "workmen" to include every person who is engaged in an employment to which the Act applies, whether by way of manual labour or otherwise, and whether his agreement is one of service or apprenticeship or otherwise, and is expressed or implied, is oral or in writing. Clause 3 applies the Act to persons employed under the Crown, except persons in naval or military service. By clause 4 existing contracts whereby a workman relinquishes any right to compensation from his employer will not be deemed to continue after the time when the workman's contract of service would determine, if he gave notice at the commencement of the Act. The first schedule fixes the amount of compensation to be paid, and in cases where death results from the injury this varies according as the workman leaves "dependants" or not, the term "dependants" meaning such members of his family as would be entitled to damages in cases under the Fatal Accidents Act, 1846. If he leaves dependants, the amount of the compensation is a sum equal to his earnings during the three years next preceding the injury, or the sum of £150, whichever of those sums is the larger, but not exceeding in any case £300, provided that the amount of any weekly payments made under the Act shall be deducted from such sum; if he leaves no dependants, the reasonable expenses of his medical attendance and burial, not exceeding £10. In case of incapacity for work, the compensation will be a weekly payment during the incapacity after the second week not exceeding fifty per cent. of his weekly earnings at the time of the accident, such weekly payment not to exceed £1. But any weekly payment may be reviewed at intervals of not less than three months at the request either of the employer or of the workman, and on such review may be ended, diminished, or increased, subject to the *maximum* above provided, and the amount of payment will, in default of agreement, be settled by arbitration under this Act. The second schedule provides for arbitrations under the Act. The arbitration may, if neither party objects, be undertaken by a committee representative of the employer and his workmen; otherwise, by a single arbitrator agreed on by the parties, or in default of agreement by the county court judge. The Arbitration Act, 1889, is not to apply, but an arbitrator may submit questions of law to a county court judge, whose decision in such cases and also in cases in which he himself acts as arbitrator, is to be final; and any award under the Act may be enforced in the same way as an order of a county court.

CORRESPONDENCE.

SOCIAL MEETINGS OF SOLICITORS.

[*To the Editor of the Solicitors' Journal.*]

Sir,—It has frequently occurred to me that it would be very desirable if some arrangement could be made for the members of our branch of the profession to dine together—say, three or four times a year; in fact, I made some such suggestion some years since; but the Council could not see their way to carry it out.

Except at the annual provincial meetings, there is little opportunity of our doing so. At the opening of the Law Courts the members largely availed themselves of the invitation to meet thus socially. If no other arrangement could be made, it seems to me that the anniversary festival of the Solicitors' Benevolent Association would afford an excellent opportunity of our meeting in this Diamond Jubilee year in large numbers at the Hotel Cecil on the 24th inst.

54, New Broad-street, E.C., May 5. GRANTHAM R. DODD.

At a meeting of the General Committee on Railway and Canal Bills, presided over by Sir John Kennaway, on Tuesday, the question of an alteration in the old-established rule in regard to speeches allowed to counsel in the case of competing Bills was, says the *Times*, brought forward by the chairman in consequence of a recent ruling given in very special circumstances; but it was decided to take no steps in the matter at present, there being no evidence of a desire for a change on the part of counsel or agents. It was felt, moreover, that no change ought to be made without consulting the Chairman of Committees in the House of Lords.

CASES OF THE WEEK.

Court of Appeal.

Re **EASTMAN'S PHOTOGRAPHIC MATERIALS CO.'S TRADE-MARK.** No. 2. 28th and 29th April.

TRADE-MARK—"SOLIO"—REFERENCE TO THE CHARACTER OR QUALITY OF THE GOODS—DESCRIPTIVE WORD—INVENTED WORD—PATENTS, DESIGNS, AND TRADE-MARKS ACTS, 1883 AND 1888 (46 & 47 VICT. c. 57, s. 64; 51 & 52 VICT. c. 50, s. 10).

Appeal from a decision of Kekewich, J. (reported *ante*, p. 48). The Comptroller-General of Patents, Designs, and Trade-Marks refused to register the trade-mark "Solio" in connection with photographic printing paper, on the ground that the word "Solio" was not "a word having no reference to the character or quality of the goods" within clause (*e*) of section 10, sub-section 1, of the Patents, Designs, and Trade-Marks Act, 1888 (the section substituted for section 64 of the Patents, Designs, and Trade-Marks Act, 1883). The matter was referred to the court, when Kekewich, J., upheld the decision of the Comptroller. His lordship was of opinion that the word "Solio" suggested *sol* or the sun, and everybody knew that sunlight was essential to photographic printing. This being so, the word came within clause (*e*) of the section, and the Comptroller rightly refused the registration of the word "Solio." The applicants appealed, and urged that clauses (*d*) and (*e*) must be read separately, the intention of the Legislature being that any genuinely-invented word, not found in the English language, should be sufficient for a trade-mark.

THE COURT (LINDLEY, LOPES, and RIGBY, L.JJ.) dismissed the appeal.

LINDLEY, L.J., said the question turned on the true construction and proper application of section 64 of the Act of 1883, as amended by section 10 of the Act of 1888. Although a word might be newly coined, and so in one sense invented, still if it had a reference to the character and quality of the goods, it would not be a good word for registration as a trade-mark. The case was covered by the decisions in *Re Farbenfabriken Application* (42 W. R. 488; 1894. 1 Ch. 645) and *Re Densham's Trade-Mark* (43 W. R. 515; 1895, 2 Ch. 176). The court was invited to say that those decisions were wrong. In his lordship's opinion they were right. It was a newly-coined word, and in that sense an invented word. It would be a very strong thing to say that "Solio" had no connection with sun, and the idea that solio paper must mean paper sensitive to sunlight would occur to everybody. Kekewich, J., must be affirmed. His lordship rested his decision on the ground that it was impossible to say the word had no reference to the character or quality of the goods to be registered.

LOPES and RIGBY, L.JJ., gave judgments to the same effect. Appeal dismissed.—COUNSEL, *Moulton*, Q.C., and *Kerly; Sir R. Webster*, A.G., and *Ingle Joyce*. SOLICITORS, *Bird, Moore, & Strode; Solicitor to the Board of Trade*.

[Reported by W. SHALLCROSS GODDARD, Barrister-at-Law.]

Re **ROBERTS, KNIGHT** *v.* **ROBERTS.** No. 2. 27th and 28th April.

EXECUTOR — TRUSTEE — ADMINISTRATION — WILFUL DEFAULT — TECHNICAL BREACH OF TRUST—JUDICIAL TRUSTEES ACT, 1896 (59 & 60 VICT. c. 35), s. 3.

Appeal from the decision of Byrne, J. (reported *ante*, p. 209). The action was brought against the executors of Philip Roberts, solicitor, late of South-square, Gray's-inn, for administration of his estate on the footing of wilful default. Philip Roberts had formerly acted on behalf of the executors of one Napper in an action for the administration of the Napper estate. At the time of his death in 1887 there was owing to him upon his bill of costs in the Napper action about £3,000. After his death, his son, Edward Philip Roberts, continued to act in the same matter until his death in January, 1890. The plaintiffs were the executors of E. P. Roberts, who was a beneficiary under the will of his father. The defendants were the executors of Philip Roberts. The bill of costs had never been paid, and the plaintiffs now asked that the administration should be upon the footing of wilful default on the ground that the defendants had been negligent in not enforcing payment of the debt of £3,000, whereby it had become barred as against the executors of Napper, and whereby even if it were ultimately paid out of the Napper estate, still interest meanwhile had been lost. The defendants said that the reason of the delay was that the executors of Napper had been unsuccessful in selling the Napper property at a fair price, and were waiting for a favourable time when it was expected to realize sufficient for payment of all claims. They submitted that they had only followed the course adopted by E. P. Roberts himself; and that it was not the practice of solicitors to be exacting in the enforcement of their costs. Byrne, J., held that there had been unreasonable delay, by reason of which interest had been lost, and made an order for administration with a special enquiry as to the loss incurred. The defendants appealed.

THE COURT (LINDLEY, LOPES, and RIGBY, L.JJ.) allowed the appeal.

LINDLEY, L.J., in the course of his judgment, said that a solicitor in an administration action did not look to his client personally for his costs, but to the estate. On reference to the decision of Lord Romilly in *Clack* v. *Holland* (19 Beav. 271), if that case was rightly decided, the defendant would not here be liable for wilful default, and he would not require the protection of the Judicial Trustees Act, 1896. In his lordship's opinion Lord Romilly's decision was right, and passages in his judgment were a useful guide as to what ought to be done under the Act of 1896. Section 3 of that Act was important and retrospective, it enacted: "If it appears to the court that a trustee, whether appointed under this Act or not, is or may be personally liable for any breach of trust, . . . but has acted honestly and reasonably, and ought fairly to be excused from the breach of trust, . . . then the court may relieve the trustee either wholly or partly from personal liability for the same." Even if Lord Romilly's judgment went a little too far, if ever there was a case for exonerating a trustee for not getting in an asset, this was the case; the son believed his father, and acted honestly in that belief. It appeared to be a harsh and oppressive attempt to make an honest man liable. The action, so far as wilful default was concerned, must be dismissed with costs.

LOPES, L.J., said that he failed to see how there could be any wilful default. Even without the assistance of the Judicial Trustees Act, 1896, the defendant could not be held liable. Referring to the recent decision of Byrne, J., in *Re Turner, Barker* v. *Ivimey* (1897, 1 Ch. 536), his lordship quite agreed with the remarks made by Byrne, J., at p. 542.

RIGBY, L.J., concurred in thinking that if it was technically a case of wilful default, it was a case in which the court ought to put in force section 3 of the Act of 1896, which was a very salutory power. Appeal allowed.—COUNSEL, *Eve*, Q.C., and *George Lawrence; Astbury*, Q.C., and *Kenyon Parker*. SOLICITORS, *Meredith, Roberts, & Mills; Ullithorne, Currey, & Currey*.

[Reported by W. SHALLCROSS GODDARD, Barrister-at-Law.]

High Court—Chancery Division.

ABERGAVENNY (MARQUIS OF) *v.* **PARSONS.** North, J. 5th May

PRACTICE—DISCOVERY—INTERROGATORIES.

This was an action by the owner and occupier of certain land for disturbance in an exclusive right of pasturage from harvest to the 5th of April over land of the defendant. This was an application with regard to certain interrogatories which the defendant objected to answer. The first five interrogatories sought to obtain an admission from the defendant that a certain Henry Shelley was his predecessor in title about a hundred years ago. The defendant objected that he ought not to be interrogated as to his title to freehold land, and it was said that the proceedings were analogous to an action of ejectment, and that the defendant could not be compelled to disclose his title.

NORTH, J., said it was sought to prove that the defendant's predecessor in title made a payment in respect of the alleged rights, and that this was material to the action. Interrogatories enabled a fact to be admitted which it would be expensive to prove in any other way, and he thought that the interrogatories must be answered.

Further interrogatories asked whether the defendant was aware of the existence of similar rights to those claimed by the plaintiff over other lands in the locality. It was also asked whether Mr. Nicholson acted for the defendant's father in 1882, and for the defendant in 1895, and whether Mr. Nicholson did act on behalf of the defendant's father in 1882, and on behalf of the defendant in 1895. It was said that the first of these interrogatories was irrelevant, and that the second was privileged.

NORTH, J., thought that the plaintiff was entitled to a reply to both interrogatories. The defendant could not avoid giving discovery by employing an agent, and it was not sought to ascertain what passed between the defendant or his father and his solicitor, but what was done by their agent, and the fact that he was a solicitor was immaterial.—COUNSEL, *Bray; Costelloe*. SOLICITORS, *Attree, Johnson, & Ward; Palmer & Bull*.

[Reported by G. B. HAMILTON, Barrister-at-Law.]

Re **SHARLAND, KEMP** *v.* **SHARLAND.** North, J. 5th May.

WILL—CONSTRUCTION—BEQUEST OF "ALL I POSSESS IN FRANCE"—SPANISH BOND.

In this case the testator made a will in English form disposing of his property, and his will contained a residuary bequest. On the 6th of March, 1893, he made a codicil as follows: "I give to my cousin George Rosey all I possess in France of which I have not already disposed by my English will, with the exception of my watch and jewels." The testator owned some Spanish bonds in France, and the French court held that these bonds passed under the codicil.

NORTH, J., said that he would not decide the point, but merely say that, looking at the fact that the bond was payable to bearer, he saw no reason to differ from the French court.—COUNSEL, *Vernon Smith*, Q.C., and *Tanner; Medd* and *Costelloe*. SOLICITORS, *Letts Brothers; Maples, Teesdale, & Co.*

[Reported by G. B. HAMILTON, Barrister-at-Law.]

Re **ERRINGTON, ERRINGTON** *v.* **ERRINGTON.** Kekewich, J. 29th and 30th April.

SETTLEMENT—POLICY MONEYS—TRUST FOR ACCUMULATION—THELLUSSON ACT (39 & 40 GEO. III. c. 98), s. 1 [REVISED ED. STATUTES, VOL. III., p. 600.]

Adjourned summons. By a marriage settlement made in 1852 certain freehold property and certain leasehold property held under a lease for the lives and life of B., C., and D. (the plaintiff), and certain policies in the University Life Assurance Society on the respective lives of B., C., and D., and a policy in the Equitable Assurance Society on the life of A. (the settlor) were settled to the use of trustees for a term of 500 years, and subject thereto to the use of A. during his life, with remainder to the use of the settlement trustees upon trust to pay the income to the defendant E., with remainder to the use of his first and other sons in tail male

The trustees of the term were to raise the necessary sums for keeping on foot the said policies, and the settlement trustees were to stand possessed of the policies upon trust to invest the moneys received thereunder and to accumulate the annual income arising from such investments and the resulting income thereof until all the policies in the University Life Assurance Society should have fallen due by the death of the assureds, and thenceforth hold the accumulated fund and the income thereof upon the trusts therein declared concerning the same, provided always that if the said trust for accumulation of any part of the said fund should exceed the period allowed by law, then such trust should at the expiration of such period cease as to such part. In 1873 C. died, and the moneys received under the policies on his life were applied in paying off incumbrances on the settled lands. A., the settlor, died in 1883, and £10,100 was received under the policy on his life. B. died in 1889, and £9,838 10s. was received under the said policy on his life. E's eldest son attained the age of twenty-one years in 1874, and by a disentailing assurance, executed in 1883, barred his estate tail in the settled lands, policy moneys, and accumulation fund, and resettled the same (subject to the prior interests therein) upon himself for life with remainder to his first and other sons in tail male. The infant defendant was the tenant in tail under this resettlement. The defendant E. claimed the income and accumulations of income arising from the "A" policy and the "B" policy, on the ground that the trust for accumulation of the policy moneys was valid only during the life of A. The plaintiffs, who were the trustees of the policy moneys, the term of years, and the resettlement, took out this summons for the determination of the questions—viz., (1) whether the trust for accumulation extended to the moneys received under the "A" policy, and if it did so extend, whether the same trust was or was not valid for any and what period; (2) the like as to the "B" policy moneys. The following cases were cited by counsel: *Re Lady Rosslyn's Trust* (16 Sim. 391) and *Jagger* v. *Jagger* (32 W. R. 284, 25 Ch. D. 729), and it was conceded by counsel for the claimant that the trust for the accumulation of the "A" policy moneys was valid.

KEKEWICH, J.—It is not contended on either side that the cases cited really decide the question now before me in the sense of presenting a state of facts, I will not say on all fours with, but reasonably like that with which I have to deal. The point is a new one as regards the facts, and the cases only assist me in arriving at a principle of application of the provisions of the Legislature. The first thing to do is to construe the deed, and I must do that as if the Thellusson Act had not been passed. I can then by applying the Act see how far the intention of the deed can be supported or not. The construction of the instrument is perfectly clear. I am dealing only with the "B" policy, because each of the parties seems to treat the trusts of each of these policies as being separate trusts. This is what is to happen; the trustees are to receive the moneys, and to accumulate them until all the policies in the University Life Assurance Society have fallen due, and not until then was the *corpus* with the accumulations to be applicable according to the terms of the deed; so there is no difficulty in the construction. I have next to apply the Act of Parliament. Of the four periods contemplated by the Act only two need be considered at all, and they are, the period during the life of the settlor, and the term of twenty-one years from the death of the settlor. It must be one or other of those two, because the other two periods are wholly inapplicable in language with reference to the particular deed. The Legislature has left one at large to apply one other of those periods whichever will fit the case. What it has said, according to the cases, about which there is no doubt, is that you cannot apply more than one, and you must choose that one which fits the case. You are not to choose the one which will give the longest period of accumulation, you are not to choose the one which you may suppose would best effectuate the intention, but you are to take the one which actually fits the intention as declared. It seems to me you cannot make to fit this direction a limitation of the accumulation for twenty-one years from the death of the settlor, because that leaves a gap for which no provision is made in the deed. You have to fit it in as well as you can. The only thing you can do is to say that the accumulation commencing from the death of the assured is to be limited to one of the periods commencing from that time, it cannot commence from the death of the settlor, who might not be dead, and, therefore, you must take it during his life. The result is that it is really limited to so much of the period of his life as continued after receipt of the policy money; as a matter of fact there was none at all. The result is that upon the proper construction of the instrument, and upon the proper application of the Act of Parliament there was no accumulation of this particular fund, and the proceeds of this policy ought never to have been accumulated. The argument that the intention of the settlor is defeated by this construction has no force, for the Thellusson Act was passed to destroy intention and to prevent settlors and testators from giving effect to their full intention.—COUNSEL, *A. W. Rowden; Warrington*, Q.C., and *Dibdin; J. G. Wood*. SOLICITORS, *A. F. & R. W. Tweedie*.

[Reported by R. J. A. MORRISON, Barrister-at-Law.]

WILCOX & GIBBS *v.* **JANES.** Romer, J. 29th April.

PATENT—COSTS OF PARTICULARS OF OBJECTIONS—PATENTS ACT, 1883, s. 29, SUB-SECTION 6.

Adjourned summons. This was an application by the defendant in a patent action raising the question with regard to the allowance of the costs of particulars of objection that had been delivered by him. There had been ninety-one claims in the plaintiffs' specification, and to answer these the defendants' particulars had been of a corresponding length. The plaintiffs had by written notice discontinued the action, whereupon the defendants carried in their bill of costs, including those of their particulars of objections. Sub-section 6 of section 29 of the Patents Act, 1883, provides that: "On taxation of costs regard shall be had to the particulars delivered by the plaintiff and by the defendant; and they respectively shall not be allowed any costs in respect of any particular delivered by them unless the same is certified by the court or judge to have been proven or to have been reasonable and proper without regard to the general costs of the case." The taxing-master, as he was bound to do under this sub-section, had disallowed the defendants' costs of their particulars of objections, upon the ground that there was no certificate as required by the sub-section. It was contended on behalf of the defendants that although no certificate has been made at the time of discontinuance the court had the power at any time to certify that the particulars were reasonable and proper, and that unless there was such power the defendant might never be able to get the costs of particulars where the plaintiff, as in the present case, had by written notice discontinued the action. Reference was made to a case before Stirling, J. (*Middleton* v. *Bradley*, 12 Pat. Rep. 390).

ROMER, J., regretted that he was unable to intervene in favour of the applicant, but said that the Act of Parliament was too strong for him, and suggested that it might with advantage be amended. His lordship said that his difficulty was that he could not certify that the particulars of objections sent in by the defendant in the patent action were reasonable and proper unless he had materials before him which would enable him to make a certificate, and he could not have such materials at the present time unless he were to enter upon a sort of half trial of the action, and that he could not do. He agreed with what was said by Stirling, J., in the case of *Middleton* v. *Bradley*, and thought that the court might in a proper case make a certificate at any time upon application, provided the court was possessed of sufficient information about the case at the time of such application to enable it to make such certificate. In the present case there was no such information before his lordship; he was unable, therefore, to certify, and the application failed.—COUNSEL, *A. J. Walter; Neville*, Q.C., and *J. C. Graham*. SOLICITORS, *Frederick Jones; J. H. & J. Y. Johnson*.

[Reported by RALEGH B. PHILLPOTTS, Barrister-at-Law.]

Winding-up Cases.

AUSTRALIAN JOINT-STOCK BANK (LIM.). Vaughan Williams, J. 28th April.

COMPANY—WINDING UP—SCHEME OF ARRANGEMENT—"JUST AND EQUITABLE"—COMPANIES ACT, 1862, s. 79.

The company had been formed in 1893 for the purpose of taking over the business of another bank, which bore the same name, under a scheme of arrangement sanctioned both by the High Court and by the Supreme Court of New South Wales. A new scheme was now proposed, and meetings had been held in Australia to sanction it. The petitioner was the holder of certain deposit receipts, which did not fall due till June, 1897. It was admitted that the bank could carry on business for the present, and was not now insolvent, but that it would be unable to fulfil its engagements under the old scheme if it continued to carry on business. The petitioner was friendly to the bank, and brought his petition only in order that the court might give its sanction to the new scheme, alleging that under section 79 of the Act of 1869 it was "just and equitable" that the company should be wound up.

VAUGHAN WILLIAMS, J., held that the petition was presented not for the purpose of stopping the company or of closing current accounts, but so as to use this bit of winding-up machinery for the purpose of making an agreement between the company and certain of its creditors, and so as to render it possible to use the English Joint-Stock Companies Arrangement Act, 1870, and that on these grounds it would be "just and equitable" to make the order, as it was the only way to avert insolvency.—COUNSEL, *Farwell*, Q.C., and *F. Whinney; Cozens-Hardy*, Q.C., *Vernon Smith*, Q.C., *W. H. Cozens-Hardy*, and *Askin; G. Hart* and *A. Russell*. SOLICITORS, *Slaughter & May; Walker, Martineau, & Co.; Solicitor to the Board of Trade*.

[Reported by C. W. MEAD, Barrister-at-Law.]

High Court—Queen's Bench Division.

ANDREWS *v.* **DENTON.** Div. Court. 5th May.

LICENSING—TRANSFER—PROTECTION ORDER—LICENSING ACT, 1872 (35 & 36 VICT. c. 94), s. 3.

The question was raised in this case whether, after a protection order had been granted to the proposed transferee of a licence to sell intoxicating liquor, and the licence had been endorsed to him, the transferor of the licence was entitled to continue to carry on the business under the licence. The respondent was the licence-holder of certain licensed premises. On the 3rd of October, 1896, the respondent and a person named Jocelyn applied for, and obtained, a protection order in favour of Jocelyn in pursuance of an agreement for the assignment of the premises and business to Jocelyn. Notice was at the same time given of an intention to apply at the next special transfer sessions for a transfer of the licence to Jocelyn, and the licence was endorsed by the respondent to the following effect: "I hereby assign all my right, title, and interest in this certificate to Theogene Jocelyn." A dispute having arisen between the respondent and Jocelyn as to some part of their bargain, the respondent, who had retained possession of the licence, refused to vacate the premises, and remained in them carrying on the business as heretofore till the 9th of

October. An information under section 3 of the Licensing Act, 1872, was laid against the respondent charging him with selling beer without a licence. The magistrate before whom the information was heard acquitted the respondent, but stated a case for the opinion of the High Court. It was contended on behalf of the appellant that the effect of holding that the respondent was entitled to continue selling liquors under the licence after the protection order would be that two persons would be entitled to sell liquors under the same licence, a state of things which could never have been in the contemplation of the Legislature. It was also contended that a protection only could not be granted until after the proposed change of occupants had taken place, and that as the respondent was estopped from denying the validity of the order the case ought to be treated as if the charge had actually taken place.

THE COURT (HAWKINS and WRIGHT, JJ.) dismissed the appeal, on the ground that no reason had been shewn for saying that the licence had been cancelled.—COUNSEL, *Danckwerts; Lawson Walton*, Q.C., and *Bodkin*. SOLICITORS, *Wontner & Sons; Maitlands, Peckham, & Co.*

[Reported by C. G. WILBRAHAM, Barrister-at-Law.]

Bankruptcy Cases.

Re **RAATZ**, *Ex parte* **RAATZ**. Vaughan Williams and Wright, JJ. 6th and 29th April.

BANKRUPTCY—RECEIVING ORDER—PETITIONING CREDITOR'S DEBT—BILLS OF EXCHANGE—BANKRUPTCY ACT, 1883 (46 & 47 VICT. c. 52), s. 6.

This was an appeal by the debtor from a receiving order made by the Registrar of the county court at Swansea. The petitioning creditor's debt was money due for goods sold and delivered, for which bills had been given which had not matured at the date of the petition. The appellant contended that the taking of the bills by the creditor had suspended the cause of action against the debtor for the original debt, and that, therefore, there was not a good petitioning creditor's debt.

THE COURT (VAUGHAN WILLIAMS and WRIGHT, JJ.) held that the commission of an act of bankruptcy by the debtor put an end to the suspension of the cause of action on the original debt, that the creditor was then in a position to treat the bills as dishonoured for the purposes of a bankruptcy petition, and that the receiving order had been rightly made.—COUNSEL, *Meager; Muir Mackenzie*. SOLICITORS, *Ivor Evans*, Swansea; *A. J. Benjamin*.

[Reported by P. M. FRANCKE, Barrister-at-Law.]

Re **PHILLIPS**, *Ex parte* **THOMAS & CO.** Vaughan Williams and Wright, JJ. 4th May.

BANKRUPTCY—ACT OF BANKRUPTCY—NOTICE OF INTENTION TO SUSPEND PAYMENT—BANKRUPTCY ACT, 1883 (46 & 47 VICT. c. 52), s. 4, SUB-SECTION 1 (h).

This was an appeal from the decision of his Honour Judge Edge in the County Court of Exeter, that certain orders, given by the bankrupt to Thomas & Co. for the payment to them of money owing to him, were void as having been taken by Thomas & Co. with notice of an act of bankruptcy. The debtor was a builder and contractor, and Thomas & Co. were brick merchants. In July, 1895, he was largely indebted to them for bricks supplied to him, and they refused to let him have any more unless he made some payment on account of his outstanding indebtedness. Upon the 17th of July he interviewed the manager of Thomas & Co. and told him, according to his own account, "that if they would not continue to supply me with bricks I should not be able to carry out the contracts which I had in hand, and should have to stop payment." They agreed to continue to supply him with bricks upon his giving them two orders, one to the Great Western Railway Co., the other to the Somersetshire County Council, each for the payment of £300 money due to the debtor in respect of contracts. They supplied him with bricks up to the 22nd of July, but refused to send any more after that unless they received further payments. The debtor filed his own petition upon the 16th of August. The county court judge held that the orders were void because Thomas & Co. had taken them with notice of an act of bankruptcy, the act of bankruptcy being notice by the debtor of his intention to suspend payment contained in his words quoted above. Thomas & Co. appealed.

THE COURT (VAUGHAN WILLIAMS and WRIGHT, JJ.) allowed the appeal, holding that it was perfectly clear that the words used by the debtor did not constitute notice of intention to suspend payment, that they did not express such an intention, that the debtor had in fact no such intention, and believed, on the contrary, that he would not have to suspend payment as he had been promised a continuance of the supply of bricks. Thomas & Co. were therefore entitled to the benefit of the orders given to them by the debtor. Leave to appeal was granted.—COUNSEL, *R. Reed*, Q.C., and *Carrington; E. Tindal Atkinson*, Q.C., and *Ringwood*. SOLICITORS, *Belfrage & Co.*, for *Lee Michell*, Wellington; *Ford, Harris, & Ford*.

[Reported by P. M. FRANCKE, Barrister-at-Law.]

The present list of House of Lords appeals, says the *Times*, consists of 16 cases, of which 12 are English, 3 are Scotch, and 1 is an Irish appeal. There are 8 cases awaiting judgment, the first among them being Earl Russell's appeal, heard several months since, in which is involved the question as to what constitutes "legal cruelty" in a matrimonial sense, while the last is the trade-union case of *Allen* v. *Flood*, heard a few weeks since.

LAW SOCIETIES.

THE INCORPORATED LAW SOCIETY.

VICTORIA PENSION FUND.

Subscriptions received up to the 5th May.

	£	s.	d.
Amount previously acknowledged	4,920	18	0
Isaac Bradley, Birmingham	1	1	0
Hartley & Pilgrim, Colne, Lancashire	5	5	0
Archibald Hanbury, 63, New Broad-street, E.C.	10	10	0
William Flux, 3, East India-avenue, E.C.	5	5	0
Thomas William Salmon, 2, Bond-court, Walbrook, E.C.	1	1	0
Ernest Todd, 9, Bedford-row, W.C.	2	2	0
W. B. Young, Grove, St. Leonards	5	5	0
T. M. Francis, Cambridge	10	10	0
Rivington & Son, 1, Fenchurch-buildings, E.C.	5	5	0
H. Ockerby, 114, Queen Victoria-street, E.C.	2	2	0
John Graham, Carlisle	3	3	0
C. T. Saunders, Birmingham	10	10	0
R. N. Rogers, Falmouth	1	1	0
Caprons, Dalton, Hitchins, & Brabant, Savile-place, W.	26	5	0
Sir George Lewis, Ely-place, Holborn, W.C.	100	0	0
F. J. Page, Brighton	1	1	0
Mackrell & Ward, 1, Walbrook, E.C.	2	2	0
Heath & Hamilton, 50, Lincoln's-inn-fields	1	1	0
H. E. Johnson, 23, Knightrider-street, E.C.	5	5	0
King, Wigg, & Co, 11, Queen Victoria-street, E.C.	21	0	0
C. J. Chapman, Ulverston	1	1	0
Beaumont & Son, 23, Lincoln's-inn-fields, W.C.	26	5	0
W. H. Cockburn, Brighton	10	10	0
Hy. J. Davis, Tivoli, Newport, Mon.	5	0	0
	£5,183	8	0

SPECIAL GENERAL MEETING.

A Special General Meeting of the Incorporated Law Society was held at the Society's Hall, Chancery-lane, London, on Friday, the 30th ult., the President (Mr. JOSEPH ADDISON, London) taking the chair.

PRESIDENT'S REMARKS.

The PRESIDENT said: There are one or two matters I should like very shortly to mention to the meeting before the other business is proceeded with. The first is the subject of the fund which is being collected by way of a

MEMORIAL FUND

of the present year of Her Majesty's Jubilee. Having regard to the very large demands which are made from all sources upon the purses of the members of the Society, that application has been very liberally responded to. The fund already amounts to about £5,000, and we hope, therefore, to hand over to the Solicitors' Benevolent Association, upon a scheme which will be arranged for their administration of it, a sum which will produce a permanent income always reminding us of this year of this most illustrious reign. I should also further mention that as a matter of entertainment we should not like altogether to be devoid of something in that form this year, and we propose to hold a

BALL

in the Society's Hall on the 30th June. Due notice of that will be sent. The Secretary is now preparing the necessary notices. One matter which has been a good deal noticed, and, I think, very properly noticed, is the subject of some

COUNTY COURT RULES

which were lately issued in draft, and which were felt, especially in country offices, to press hardly upon merchants and manufacturers who wish to summon debtors out of the jurisdiction. The President of the Law Society was a good deal criticised at adding his name to these rules. Personally, I have always received such very great kindness and consideration that criticism of all kinds I welcome. I am at all times desirous of doing my best, and criticism which points out in any way where one has gone wrong or taken part in anything which is undesirable is the best tribute one can receive, because it has, certainly so far as I am concerned, led to a most hearty desire to set right what is wrong. But criticism went a little beyond the personal position of the President, and in one or two quarters I read criticisms which seemed to point to a responsibility on the part of the Council. That, I wish to say, is an entire mistake, and I should like to make it perfectly clear how these draft County Court Rules came to be issued. In the first place, the authority which prepares County Court Rules is an authority composed of county court judges. The county court judges prepare the draft of their rules with recommendations and forward them to the Rule Committee under the Judicature Acts, and they are then passed in draft by that body. Of course, it is impossible for me, it would be very wrong if I were to attempt to say what takes place in that body when these rules are before it; but this I can say, that this does offer me an opportunity which I have desired and which I have expressed very strongly to that body, that I should be at liberty to communicate with and receive suggestions from those who are likely to be able to assist in such matters before any draft rules of the kind are put forward. I look upon it as an exceedingly undesirable thing that draft rules should emanate from any public body which have to be taken back again and re-considered, or perhaps withdrawn altogether, and I have on several occasions pressed upon my

colleagues on the Rule Committee that I, as the President, should have leave when these draft rules are brought up to communicate, as I should unquestionably do, with the sources which would be best able to give information on such points and so to assist the labours of the Rule Committee. At present all such things are treated as perfectly secret, and I have no right to discuss them outside the Committee Room; and it may be that that rule will be still maintained. At the same time, I shall not fail when these County Court Rules come up again to express strongly to the Rule Committee my sense that if the services of the President of the Incorporated Law Society to that Committee are to carry the weight and to be of the assistance which I for one should wish them to be, they will not do so unless the President is entitled to ask his friends and to receive their assistance and communicate that to the Rule Committee. The next point I wish to refer to, and that is one of importance to us, is the subject of

LAND TRANSFER.

Since our last meeting the Lord Chancellor has introduced his Bill. That Bill, as those who have looked at it will see, is wholly different to Bills which have been previously introduced. That it is so is owing to the very great efforts and labours of our friend Mr. Lake, who, as he has always done, has in no way spared himself in doing his best to mould whatever legislation may be put forward in the best shape in the interest of the public and the profession. The Bill has been the subject of a communication between the Council and the Lord Chancellor and between the Council and the various Provincial Law Societies. The Lord Chancellor is prepared to introduce amendments into the Bill limiting the operation of the compulsory portion of the Bill to one county. That is to continue for three years, subject to two things. It is not to be introduced into any county if the County Council of that county at a meeting, at which two-thirds of the members of the County Council are present, pass a resolution to the effect that in their judgment the measure will not facilitate or cheapen the transfer of land in that county. If it be adopted in one county it is not to be extended to any other county for a period of three years unless any county desire, through the County Council, that it did be so extended. The Lord Chancellor is also entirely in accord with the views expressed by the Council that no person should be admitted to practice for fee or reward in any registry other than solicitors. Under these circumstances, the Council has very anxiously considered, in concert with the law societies, the course which they ought to take. They know from their past experience, and they know from their friends in the House, that not only in the House of Lords, but also in the House of Commons is there a very strong desire to introduce a system such as that contemplated. They know that the present Government is pledged to do it. They know also, we all know, that the late Government joins on this point with the present Government, and they believe that in supporting this temperate and limited measure they will do good generally, and that if they do not it will be said: "However limited is the experiment we seek to try, you will stand in the way. We, the supporters of this scheme, believe that we are going to offer to the public something which is beneficial; but the solicitors of England say that is not so, and you actually object even to the experiment being tried." Our view is, that the time is past for absolute resistance to what is proposed, and that if we do not accept this tentative measure, if we succeed, as possibly we may succeed by tactical opposition in the House of Commons, in blocking the Bill for the present session, we may place ourselves in an exceedingly bad position, and that it would be said: "You are altogether irreconcilable. We shall have nothing more to do with you, and we shall force any Bill through without reference to you." It must be quite understood that the Council has in no way abandoned the expression of its opinion that registration of title will not benefit land transfer. The system has been tried as a voluntary system for thirty years, and has not made its way; and we do not believe that if compulsion be applied any new and hidden beauties will be discovered in it. However, I must not detain the meeting longer with reference to that subject, but I have thought it right that there should be a clear understanding of the course which the Council think it right, after consulting their country colleagues, to take, and of some of the reasons which have induced them to take that course. There is another matter which I will only take one moment to mention, and that is the question of

FINANCE.

It is no doubt known to every person in the Hall that we are seeking to get a grant of about £5,000 a year to relieve the Society of the expense of about that amount which it incurs in carrying out its statutory duties under what we call the Discipline Act of 1888. That these duties have been admirably performed by the committees is acknowledged by the judges and by the Council. They are eminently beneficial to the profession, because a large number of unfounded complaints are made to the committee which formerly used to be made in public, and got into the papers; and now these are disposed of without the unpleasantness which they produced when they were heard in public. It frequently used to happen that *ex parte* statements were made in court. It may be that the name of the solicitor was not mentioned; but, still, they affected the profession generally. These statements were made by counsel upon statements which were perhaps as wrong as wrong could be; but some months afterwards, when the matter was disposed of altogether and dismissed, probably no reference was made to the matter in the newspapers. Therefore, we shall all agree that that is eminently beneficial. We are trying to get a resolution of the House of Commons, passed on the 11th of May in favour of the Society's application, and any influence which any members of the Society can bring to bear upon friends of theirs who are Members of Parliament to support the Society's very reasonable application, we shall be glad if they will make use of, and Mr. Williamson will place in the hands of any members who may so desire short statements which show the eminently reasonable grounds on which the application is made.

LONG VACATION.

Mr. CHARLES FORD (London) moved, in accordance with notice: "That in the opinion of this meeting, all Chamber work arising out of proceedings instituted in the High Court of Justice prior to the commencement of the long vacation, ought to be regarded as vacation business, which Chamber work, if not proceeded with during the long vacation, would, or might in the opinion of a Judge at Chambers, involve substantial hardship or a denial of justice to any party to such proceedings so instituted prior to the commencement of such long vacation." He said the motion did not give full expression to what he would have liked to see with regard to the subject; but these were very conservative days, and we must be thankful for small mercies, and half a loaf was better than no bread. It was in that sense that he had brought forward the motion. There was under the system of the long vacation a serious denial of justice to suitors. He was not bringing the matter forward at all in the interests of the profession, but in the interest, as he believed, of suitors in the courts. One of the great difficulties was that all the legal functionaries, from the judges downwards, took their holidays at precisely the same period, so that if the reform he advocated was brought about there must be some give and take, so that some should go away at one time of the year and some at another. He believed that state of things existed in the Supreme Courts of the United States and most parts of the world. There was no very serious difficulty. Surely the judges could arrange together to go away at different times for the recreation which was so very necessary. He desired to point out that although the long vacation now ends and the sittings commence on the 24th October, it was a fact that practically and substantially the business was not got on with till after Christmas, because no sooner did the sittings commence than numbers of judges went away on circuit. Whilst this was the state of affairs, things instead of getting better would decidedly get worse. There were plenty of cases within one's own experience where serious hardship followed from the complete termination of all business during the long vacation. Under the present practice the question was, What constituted long vacation business? And the aim of the authorities was to reduce to the very smallest dimensions vacation business. It was his experience that it was a most difficult matter to induce the authorities to say that such a matter was vacation business, and if they could find a loophole they seized the opportunity. He hoped the profession had come to the view that there must be some modification of the long vacation. Why should all the legal business of the country be tied up from the 10th August to the 24th October? Either the business needed to be done or not. But what other profession in the country acted in this way? People continued to have their religious services and medical attendance. He acknowledged how thankful everybody was when the Michaelmas Sittings were made to commence on the 24th October instead of the 2nd November, and there were high legal authorities who thought that an enormous concession.

Mr. SPENCER WHITEHEAD (London) said the motion was to the effect that work should be done during the long vacation. It did not say anything about the abolition of the long vacation.

Mr. HARVEY CLIFTON (London) seconded the motion.

Master HAWKINS said it was the practice whenever any very great hardship would occur to any suitor by business being postponed over the long vacation that it should be taken as a matter of course. Those gentlemen who were accustomed to attend chambers would say whether he was right or not. The long vacation was not for the convenience of the judges and the officials, or the solicitors. It was for the clients. If a case was to go on during the long vacation one of the parties would be in the Mediterranean or shooting in Wales, or a witness would be far away, and if business was to go on it would be in the absence of material parties. The people of England made the long vacation, not the lawyers or officials. The vacation was made for the benefit of the people first of all, probably because it was necessary to get in the harvest. Now it was necessary to get in another harvest of health. And the whole population of England, down to the working man, took their long vacation. It was a habit of the people. As to work not being done until after Christmas, this was because suitors and solicitors had been in the Highlands or somewhere else, and not attending to their business, and had to take part of November and December, until they got into the line of their business again. Men would not take appointments in that first week, the last week of October.

Mr. FORD: We can't get them—so crowded!

Master HAWKINS said he could not get appointments very often. As an instance, last Easter he could not get a single man out of his own particular division to take an appointment. He was there four days doing nothing but his own particular work. No one would take an appointment—they were not wanted; they were all taking their holidays. The long vacation was made a bugbear. It was not the solicitors, it was not the officials, it was not the judges, it was the people of England themselves who made the long vacation.

Mr. W. H. GRAY (London) thought that Mr. Hawkins had somewhat misunderstood the purpose of the motion. He thought they should all have a great deal of sympathy with the motion, in that where substantial hardship was caused, proceedings should be allowed during the long vacation; but he ventured to think that Mr. Ford had not regarded the existing rules on the subject because Order 63, rule 13, dealt with the matter.

Mr. FORD said the judge might make an order under the rule, but he would not do so.

Mr. GRAY said the judge might, under the existing rules, direct proceedings to go forward where he was satisfied that there was substantial hardship, and he (Mr. Gray) did not think that matters could be carried further. There was another rule which permitted judges to allow pleadings to be delivered, but in any cases where substantial hardship was involved at the present time, the rule enabled proceedings to go forward during the vacation.

Mr. SPENCER WHITEHEAD remarked that not only did it enable them to

do so, but they did go forward. He had had considerable experience in business, and he asserted that they did go forward.

The VICE-PRESIDENT (Mr. W. GODDEN, London) supported the motion. He was quite sure none of them needed Mr. Hawkins' assurance to know that the chief clerks and officers of the court did their very utmost to avoid hardship and delay to suitors. He welcomed the motion because it brought forward again the general question of the long vacation. He had listened to a great many speeches in that Hall on the subject, and had found generally, that the eloquence and vigour of argument had been on the side of the long vacation, but the solid grounds had always seemed to him to be altogether on the other side, and he thought that the profession failed to realise what the long vacation meant. To his mind it meant very largely that the contentious business had left the courts. Not only the long vacation, but the other vacations contributed so seriously to the delay, which was the main deterrent factor to keep people out of the courts, and they had contributed so largely to that delay, that no solicitor could tell his client that his cause could be tried within months and months. Proceedings were lengthened out in a way which amounted, in many cases, to a denial of justice altogether. He thought that the chief clerks and the Bar, counsel and solicitors, did not know what was good for them, and that they would be very much better off if they could take their holidays when they liked, the year round. He felt quite sure that after a very short period of trial the solicitors and barristers and the courts would adapt themselves to the new state of things. The courts might be opened every day in the year the whole year round. If the change could be brought about, they would soon find they would enjoy their holidays very much more than at present.

Mr. H. J. ATTLEE (London) did not like it to go forth that the long vacation was created by the public. Solicitors in the City, and he believed the experience was the same in all the large centres, knew that during the long vacation a very large amount of litigious business went on, but it was not conducted in the Courts but in the Arbitration Chambers connected with the different trades of the country. It was a very busy time certainly with himself, and he had only been away three weeks each long vacation until last year, because of the number of arbitrations constantly going on during the long vacation. He knew that if they desired to get back to the courts the work of deciding the disputes which arise amongst mercantile men, it was absolutely necessary that they should get rid of the long vacation. As practical men of business they were obliged to tell their clients, merchants, and others that if they started a suit in the beginning of July it would not come on under any circumstances until practically the beginning of the next year. And although Mr. Justice Mathew and the Lord Chief Justice had rendered great service to the commercial community, it was impossible for them whilst this system continued to really meet the difficulties caused by the long vacation, because if there were some members of the profession ready and willing to render assistance in bringing on actions, they were unable to do so. He moved, as an amendment, to defer the whole question until the next general meeting, when some motion ought to be brought up for the entire abolition of the long vacation.

Mr. F. ROWLEY PARKER (London) seconded the amendment. He said the subject was a very large one, and it could not be dealt with by piecemeal resolutions of this kind. And although he cordially supported Mr. Ford's purpose, there were other questions which the resolution did not embrace. Mr. Hawkins had made the most astounding statement that the long vacation existed for the benefit of the suitor. All he (Mr. Parker) had heard was that the suitor detested the long vacation and was shelved by it to a Chamber of Arbitration or some other tribunal and prevented going to the courts. The meeting should not pass any resolution which might be rescinded at another meeting. The long vacation was, in his opinion, doomed, and those who wanted to keep it up had better at once consent to substantial curtailment.

Mr. E. K. BLYTH (London) thought the discussion had rather passed wide of the resolution. It had passed to the general question of the long vacation, which it was hardly competent to discuss now. It had been suggested by Mr. Hawkins that in a case of substantial hardship the application for leave to proceed during the vacation would always be granted. He (Mr. Blyth) recollected a case in which was the most cruel hardship and denial of justice and which made so strong an impression on his mind that he had never forgotten it.

Mr. SPENCER WHITEHEAD: How many years ago was that?

Mr. BLYTH replied that it was a good many years ago. An award was made for about £3,000 and costs in favour of the plaintiff, and a motion was made to enforce that and the usual execution upon it. It was refused by the learned judge, who said, "Is it possible to contend that an application to recover £3,000 of money is vacation business?" and the application was dismissed with costs. He agreed with Mr. Spencer Whitehead that that would hardly be held now. There had been very considerable progress made in dealing with the question; but he failed to understand how any member of the Society could hold that where the proceedings on an order made just before the vacation would prevent substantial hardship or a denial of justice, it ought to be refused; and he failed to understand any ground upon which the very modest motion before the meeting could be rejected. If the meeting decided to adjourn the discussion with a view to raising a wider issue, he was perfectly ready to concur; but otherwise he should support the motion.

Mr. F. K. MUNTON (London) remarked that he was bound to say there was a great deal more in what Mr. Hawkins had said than some were ready to admit; and he trusted that, if the question of the long vacation was to be considered at an adjourned meeting, they would look at the matter to some extent in the view of Mr. Hawkins, instead of that of the other side.

Mr. R. PENNINGTON (London) said he could mention a modern case. He wanted a very large sum of money out of court, on very short notice, for a client who was in urgent need of money. It was necessary there should be a declaration of the rights of the parties. He (Mr. Pennington) was told that it was not usual to make declarations of the rights of parties in the long vacation, and he could not get it.

Mr. CADMAN JONES (London) opposed the motion because it seemed to him they would stultify themselves and show ignorance if they were to pass a resolution which simply stated the existing condition of the law. The motion said that in every case where, in the opinion of the judge, there would be hardship, it is to be considered as vacation business, and ought to be taken. It was no good to say that in a case where the opinion of the judge is taken and he declines to grant the application, hardship resulted under the present conditions. It would be exactly the same if the motion were made law to-morrow. Every judge had the power to decide whether or not any particular matter was vacation work. If the judge wrongly exercised his discretion and injustice followed, it was only that judges are human beings, and it could not possibly be helped. The motion did not raise a single point or alter the existing condition of things.

Mr. MELVILL GREEN (Worthing) wished that Mr. Ford would withdraw the motion. To vote either way was mischievous. A vote in favour of the motion seemed almost impossible, and a vote against it seemed to imply satisfaction with things as they are. The motion should be withdrawn, and the whole subject of the long vacation was one which would be quite worth a special meeting and discussion right to the bottom, so that some conclusion might be come to with regard to it. He did not think it would be in the direction of the present motion. Mr. Ford had not attached sufficient weight to his own words, "opinion of a judge." He was thinking of the opinion of the suitor. The judge thought it was not vacation business, and the suitor thought it was. The right thing was to shorten the vacation, and to shorten it very materially. He (Mr. Melvill Green) thought they sometimes overlooked the fact that litigious work differed from all other work. People could not leave it alone and take their holiday. If one side went on, the other must do so, and the result would be that a man with a small practice, who had no lieutenant to take his business, and that was the position with a large number of members of the profession who were not able to attend these meetings, and who ought to be considered, would never get a holiday at all. He thought that every man in the profession required a holiday of three weeks, and that no man, even if he were a judge, wanted ten weeks. He had never heard of a great physician taking more than eight weeks, whereas the long vacation was getting on for eleven weeks. Physicians in large practice certainly worked harder than the judges. The motion ought to be withdrawn, and a discussion upon the whole subject brought forward.

Mr. FORD thought he would be well advised in giving way to the amendment. They were all very much indebted to Master Hawkins for having the courage to come to the meeting and tell them what he had told them. It had filled some of them with profound astonishment. He hoped some of the other officials would follow his example, because there was great advantage to be derived from exchanging of views in this frank way. The fatal provision was in the rule that "the judge may." The judge would not, and the judge did not, for the very good reason that the profession were all going away. The judge would be cruel and unfeeling who knew that by the operation of this rule he would impose upon one judge a burden of work during the vacation which it would be absolutely impossible for any human being to deal with.

Mr. GREEN thought it was a mistake to adjourn the consideration of the matter to the meeting in July, because the annual report would then be brought up; it always took the meeting quite as long as the members were willing to stay. Could there not be a special meeting to consider the subject? There was always plenty to do at the July meeting.

Mr. FORD said that surely as it was a matter of consequence to the clients they ought to stop a little longer at the July meeting. A general adjournment meant putting the whole thing off.

The amendment having now become the motion before the meeting,

Mr. MUNTON moved, as an amendment, "That the consideration of the subject be adjourned to a future meeting."

Mr. SPENCER WHITEHEAD seconded the amendment, for the reasons which had been advanced by Mr. Melvill Green.

Mr. PARKER said the resolution which Mr. Ford had been withdrawing did not raise the question to be discussed. Discussion had largely turned upon the expediency of the long vacation. Mr. Ford's motion referred only to a small branch of the subject. He submitted that, as a matter of order, that the whole thing be dropped.

Mr. FORD hoped the amendment would not be adopted. It would relegate to limbo the whole question. Unless a special meeting was called, there would be no meeting after July until January.

Mr. R. CUNLIFFE (London) observed that it was open to any member of the Society, as well as any member of the Council, to move the resolution at the July meeting. Why should the meeting not accept it? It was certain to be brought forward.

Mr. MELVILL GREEN asked, supposing half a dozen members gave notices of motions bearing on the long vacation for the July meeting, whether the present motion, if carried, would stand in the way of anything being discussed?

The PRESIDENT: Not in the least. Any member has a right to give notice of motion.

Mr. GRAY thought that Mr. Ford was entitled to have the question considered in July. He had withdrawn it on that understanding, and he (Mr. Gray) did not see any reason why it should not then be considered. At that time the question would be very well before their minds.

Mr. ATTLEE pledged himself that there should be a motion brought forward upon the subject at the July meeting.

The PRESIDENT: I prefer a direct adjournment of the question to July. We then know where we are.

The amendment was negatived, and the motion, "That the consideration of Mr. Ford's motion be adjourned until the meeting in July in order to

enable a motion to be then made dealing with the whole subject of the abolition of the long vacation," was carried by a large majority.

Social Functions.

Mr. Harvey Clifton, in accordance with notice, moved: "That it is desirable that the President and Council should endeavour to promote the popularity, and indirectly increase the influence, of the Society in a social way, by Annual Presidental Receptions and other periodical inexpensive social functions in which any member of the Society might participate, if he cared to do so." He said he had brought the motion forward more with the view of obtaining an expression of opinion than with the hope of passing it. The President had already indicated that a ball was to be held shortly, but he (Mr. Clifton) had in view periodical, regular and inexpensive entertainments. He thought it would be generally admitted that it was the desire of the Council and of every member to promote the popularity of the Society. It was only by means of functions such as this that the Council could do its duty towards promoting social feeling amongst solicitors. There was a feeling, certainly amongst the younger men, that the Council entertained at exclusive functions at the expense of the general body of the Society. He did not share that opinion, but merely voiced it as justifying to some extent his motion.

Mr. Ford seconded the motion for the purpose of discussion, and, at the same time, that he might make a suggestion that this was a splendid opportunity for the Law Club. They had great advantages, and he thought that in this jubilee year especially the Law Club had a good opportunity of showing how it appreciated the generosity of the members of the Society in furnishing them with rooms by giving all through the summer a series of entertainments. This might lead to a state of things when the Law Club, free of all further expense of annual subscriptions and entrance fees, should be thrown open to the profession.

The President: I am afraid that we of the Council can hardly direct the Club what they should do in the shape of entertainment. I think we are all in accord with Mr. Clifton in our desire to promote, as much as we can, the popularity of this Society and its influence. But these entertainments are by no means easy. It is difficult to hold an entertainment here without very largely disorganising the daily routine of the institution. The Library has to be prepared, and has to be shut up for some time. This Hall also would require to be rearranged, and I am quite sure that the members who are present will believe that the Council are very desirous to do all they can in the way of entertainment and popularising this Society. But I do not think they would particularly desire to have any such resolution as this carried, because I am not sure Mr. Clifton understands what, not only in respect to finance, but also in respect of disorganisation, are the difficulties of the subject.

A Member, whose name did not transpire, thought that it was very desirable to pass the resolution, inasmuch as the entertainments given in the Society's Hall had been so expensive that they had precluded many of the members from attending them. He cordially supported the resolution. There were no greater difficulties in the way of the Society than was the case with the Pharmaceutical and other societies which gave entertainments.

The motion was negatived, six votes being given in its favour, and fifteen against.

Clerkships at the Courts of Justice.

Mr. Clifton said he had given notice of a question, but it did not appear upon the paper of business. It was as follows: "Whether the Society makes, or whether the Society will make, any representation to secure the further appointment of experienced managing clerks only to the more important subordinate offices and clerkships of the Chambers of the Royal Courts of Justice?"

The President said he was afraid he could not allow the question to be put, as the members had not had any notice of it, and he could not allow it to be discussed now. If Mr. Clifton would give notice of it for the July meeting, the Council would be glad to consider it.

Audience of Solicitors in the High Court.

Mr. Ford moved, according to notice: "That it be an instruction to the Council of the Society to consider the desirableness of drawing up and of submitting to the next General Annual Meeting a Memorandum showing in what matters—if any—it is in the interest of suitors in Her Majesty's High Court of Justice, that solicitors of the Supreme Court should have a right of audience in the High Court, and upon what conditions, if any; and what Special Annual Registration Fees—if any—should be paid to the Incorporated Law Society by solicitors desiring to make use of such a right, if granted." He said he did not express any opinion upon the merits of the subject-matter, because he took the course of saying that it might be referred to the Council. Personally, he had always been in favour of amalgamation, but with the exception of Mr. Saunders, of Birmingham, and, he thought, Mr. Marshall, of Leeds, and a few other members of the Council, he was afraid he was in a minority. But he did not suggest that, and he should be glad if the Council would only consider what he asked. He should like to point out that in the Judicature Bill, which led to the Judicature Act, there was a clause which proposed to tranfer the banking business to the Queen's Bench, and that would have given solicitors in all banking business a right of audience in the High Court in that limited way. That clause mysteriously disappeared from the Bill, and there was separate jurisdiction in Bankruptcy. He also pointed out that in the County Courts of the provinces an enormous amount of responsible work was now being done, and that was transacted by solicitor advocates, men of great experience and ability as advocates all through the country. It seemed reasonable in a certain class of cases, such as applications in chambers of a not very serious kind, when the matter was taken to the court, that the solicitor who had acted in the matter, and was familiar with all the details, should, if he thought proper and the client wished it, appear in court. Counsel were very often not familiar with the case, and when they were given a trifling interlocutory application they came into court without that intimate knowledge of it which was desirable, and the judge would, in many instances, be in a far better position with regard to the facts if solicitors were allowed to act as suggested. If this could be done in some reasonable way, without seriously trenching upon the right of audience of the Bar, it might be made a source of income to the Society, because it would be reasonable to say that solicitors desiring to avail themselves of this should pay some fee every year for the privilege of appearing in the High Court. He was not asking the meeting to adopt the suggestion, but only that it might go to the Council to consider whether it is worth while to seek the interposition of the authorities to allow this.

The President: It raises the very wide question of the relation of the two branches of the profession.

Mr. Ford said he rather gathered that the Council were not prepared to receive the resolution, and he therefore withdrew it.

A vote of thanks to the President, moved by Mr. Ford, and seconded by Mr. Melvill Green, terminated the proceedings.

ANNUAL MEETING OF THE BAR.

The annual general meeting of the Bar was held on Tuesday in the Old Dining Hall, Lincoln's-inn. The Attorney-General presided, and there was a numerous attendance of the profession.

The Attorney-General moved the adoption of the report.

Mr. Dodd, Q.C., hoped some accommodation would be found for the Bar at the celebration of the Queen's Jubilee.

The Attorney-General was glad to say that the council had taken some steps in the matter. He had himself seen the superintendent on the subject some weeks ago and had also seen Mr. Muir Mackenzie. It had been arranged that about 200 members of the profession should have seats allotted them. He had suggested that there should be a ballot, and that the ballot should be confined to those who had a business address in the *Law List*. He said two notices of motion had been sent to him, but both of them, in his opinion, were out of order.

After Mr. R. Niven had referred to a matter as to which the Attorney-General said the Bar committee had declined to interfere, and in his judgment had therein acted rightly,

Mr. Crackanthorpe, Q.C., moved: "That the thanks of the meeting be presented to Messrs. Levett, Q.C., and Kenyon S. Parker for their services as auditors, and that Messrs. M. S. Grosvenor Woods, Q.C., Kenyon S. Parker, and A. M. Bremner be appointed auditors for the ensuing year—an audit of any two of them to be sufficient." He was glad that there was a balance to the credit of the council of upwards of £260.

Mr. Leigh Clare seconded the motion, which was carried.

Mr. Warmington, Q.C., moved a vote of thanks to Messrs. Archibald Bence Jones, Hugh Pollock, Henry L. Lopes, A. C. Clauson, and James J. Stirling for their services in counting the votes and acting as scrutineers at the last election.

Mr. W. W. Knox seconded the motion, which was carried.

Mr. Cozens-Hardy, Q.C., moved a vote of thanks to the Attorney-General for presiding.

Mr. Channell, Q.C., seconded the motion, which was unanimously carried.

After the Attorney-General had replied, the meeting (which had lasted about twenty minutes) was dissolved.

LAW FIRE INSURANCE SOCIETY.

The fifty-first annual meeting of the Law Fire Insurance Society was held on Tuesday, at the Society's House, Chancery-lane, Sir Richard Nicholson (chairman) presiding.

The report stated that the accounts of the past year's business showed an increase of £5,061 in the premium income in 1896 as compared with that in 1895. The total amount insured was 125½ millions. The claims for losses paid during the year had amounted to over £64,397 5s., showing an increase of £7,352 as compared with 1895. The proportion of loss to the amount of premium income was 43½ per cent., the expenses of management were 15 per cent., and the commission 13 per cent. The accounts showed a net balance of £54,901 1s. 8d.

The Chairman, in moving the adoption of the report, said he thought he was able to express the gratification of the shareholders as well as of the directors at the satisfactory results of last year's work. Last year was the society's jubilee year, which, by one of those odd coincidences for which no man could account, was the most satisfactory year in its annals. The directors were then able to distribute 50,000 half-crowns among the shareholders by way of jubilee and exceptional bonus. He could only say for himself that his half-crowns had long been melted in some form or another. The present was the jubilee year of her Majesty, and they, in common with her Majesty's subjects in all parts of the world, he was quite sure, joined in offering her their respectful congratulations on the approaching sixtieth year of her great reign. It was his good fortune on the present occasion to represent the same directors as at the last meeting, with one exception only—Mr. Steward, who was added at that meeting to supply a vacancy which had occurred in 1895. The Board had welcomed Mr. Steward with very great pleasure. They had found him a valuable colleague by reason of his counsel and advice, and, if he (the Chairman) might say so, also by reason of the very substantial sum which he was able to command in the shape of premiums. The fire business of London in 1896 had not been a diminishing, but, on the contrary, an increasing quantity. The decennial average of fires ending 1895 was 2,753. In 1896 the number of fires was 3,619, or very nearly a third

more than the decennial average ending in 1895. Of these 3,619 fires, about one-third as nearly as might be occurred in private houses. The year 1897 has asserted itself in the same aggressive form in the shape of fires. In February there was a big fire at Messrs. Maple & Co.'s Furniture Depôt in Camden Town, a building which was called a fireproof building, and the society in common with a great many other offices had had to meet somewhat heavy claims in consequence of the fire, not only in respect of the buildings destroyed, but also in respect of the insurance of goods entrusted to their care. The most prolific cause of fires during 1896 had been mineral oil lamps. They had asserted their superiority, and were to be credited with no less than 499 fires, or nearly one-seventh of the total number of fires in the metropolis. Gas stoves and lamps came next in the power of destructiveness, and were charged with 305 fires in the same area. Then ordinary candles claimed their share—229 fires. And then, again, children were responsible, not in law, he supposed, but they were responsible for 190 fires as the result of converting boxes of lucifer matches or lucifer matches without boxes into playthings. Electric lighting had been responsible for a great many fires, but statistics on that point were somewhat at fault, and he was not able to give any very definite information on the subject. However, the society had paid a good round sum in respect of fires attributable to electric lighting, and he believed that other companies had shared the same fate; but it was to be hoped improved methods and care might reduce fires from electric lighting to a vanishing quantity. There was a new illuminant which for the moment had created somewhat of a scare in the fire world. This illuminant had the eccentric property of fizzling up when water was applied to it. The consequence was an explosion, and the further consequence fire. That, of course, was an extremely dangerous illuminant to deal with, but happily the Home Secretary had had his attention called to the matter, and he (the Chairman) believed he had issued rules and regulations by which, at all events, the care of this destructive and eccentric illuminant was put under particular conditions likely to render it less harmful than it would otherwise be. Coming to the accounts, the accounts on the receipts side shewed an increase on the whole receipts of £3,548; and the total was summed up of £5,062, increase of premiums as against 1895, which was very extraordinary, he thought, and an increase in the interest on investments of £162. Then there was an increase in the balance as between 1895 and 1896 of £2,405, which gave a total of £7,629. From that was to be deducted transfer fees, a decrease of £4, and profit and loss account in the investments account 1895, £4,076, which made the £3,548 to which he had referred. Of course that profit and loss account was entirely exceptional in respect of 1895. Coming to payments, the fire losses, he was sorry to say, exceeded in 1896 those of 1895 by £7,353. That was one of the lucks of war with which they had to contend or to which they had to submit. The commission shewed an increase of £766, which he hoped might point to an equivalent increase of business. Fire Brigade cost £50 more than in 1895, income tax cost £32 more, expenses of management £1,003 more in 1896 than in 1895, but that was accounted for by one simple item—namely, £1,000, which the shareholders had been kind enough to add to the director's remuneration. Then there was that jubilee bonus, the half-crown, which cost the society £6,250, and there was an increase of bonus to the staff of £200. Notwithstanding all that, in 1895 the society carried £10,000 to the reserve fund, making it up to the satisfactory amount of £145,000, at which it now stood. The net balance for 1896 was £54,901, as against £56,977 for 1895, or £2,096 less. But still, he thought, upon the face of the accounts the society was able to give evidence of satisfactory progress in the business. Coming to the balance-sheet, he might state that the investments at the price of the day stood as £336,164. The cost was £296,360, so that a profit was shewn on investments of £39,804, which he thought was satisfactory evidence of careful investment of the funds entrusted to the Board. On the credit side the figures had been somewhat varied, but the total worked out pretty much what it was. There was an increase in Railway Debentures of £1,066, Colonial Railway Securities £4,897, India Railway Stocks £5,036, an increase on the sum due from agents of £599, an increase in cash in hand of £3,421, which increased the total to £24,021. There was a decrease in Colonial Government Securities of £9,054, which were New South Wales Securities sold for the purpose of meeting the dividend and bonuses. There was a decrease in mortgages of £10,292, which he thought they would find was represented by an increase in debenture stocks. There was a decrease of cash on deposit, which was not unsatisfactory, of £5,000; so there was the total £258,848, or an increase of £823 on that account. With regard to the dividend, of course nobody could expect that there should be a bonus year every year. Lord Hobhouse, when he had taken occasion to announce the half-crown, had warned them that they were not to look for a bonus every year. That was so; but the directors were able nothwithstanding—and the business had not been so completely up to the mark as in 1895—to declare a dividend of 17s. 6d. per share. That, it would be recollected, was the amount which the society had declared for many years past, and that was equal to 35 per cent. on the paid-up capital, and would still enable the directors to carry forward a considerable amount, which he hoped might ultimately find its way to the reserve fund. He hoped they would consider this a satisfactory dividend. The success of the society, uninterrupted for many, many years, had not grown, as Topsy did, but it was to be attributed to a great many causes. First, it was to be attributed to the great influence which the shareholders were able to exercise in bringing business of a good class to the society, next to the confidence of the public, next to the careful selection of risks—and in this connection he need not say how much they were indebted as they always felt they were indebted to their very excellent and able secretary Mr. Bell. Then it was due also to the society's agents, and to the hearty co-operation of the staff, to whom he was sure they all felt they owed a debt of gratitude on this, as on previous occasions. The society could only continue its uninterrupted success if it had that support to which he thought it was entitled at the hands, at all events, of the shareholders, and he ventured to think at the hands of the public. Competition, it must be recollected, was as keen as ever, and the directors had appealed to the shareholders from time to time to enable the society not only to hold its own, but to keep pace with the best of their competitors in the fire insurance world. The society claimed to offer almost unrivalled security. First, there was the paid-up capital of £125,000, then the enormous uncalled capital of £5,000,000, which Mr. Bell—no bad judge in this matter—thought one of the best advertisements in the fire insurance world. Then there was a reserve fund of £145,000; and there was this fact, that while most of the fire offices had paid their dividends out of interests from investments, the great bulk of the society's dividends had been paid out of the earnings for the year. The interest from investments was only one-fifth of the income, and he thought that a reference to the accounts of many other offices would shew that that condition of things was entirely reversed. He submitted, therefore, that shareholders might with every confidence recommend those whose insurance business they commanded to come to the society, and he asked them to do so not only because they would be supporting the society which had the great claims he had mentioned with favourable consideration, but they would be promoting their own interest. He was sorry to say there were a few—a good few—shareholders who did not bring the society any business. He appealed to them especially to the rescue, and to celebrate her Majesty's Jubilee by initiating a different condition of things, and in future to bring the society business, which in the past they had failed to do. There was only one other subject which he would refer to on this occasion, and that was to express the gratitude the directors felt to the very efficient, admirable, and eminently satisfactory way in which the Salvage Corps of London did its work under its able commandant Captain Fox. That corps was under the control of a committee of fire offices, of which Mr. Bell had filled the office of chairman, and he (the Chairman) had no doubt would fill it again.

Lord Hobhouse seconded the motion.

The motion was carried unanimously.

The Chairman then declared a dividend of 17s. 6d. per share.

The Chairman moved that the following directors, who retired from office by rotation, be re-elected: Mr. C. Whitbread Graham, Lord Stratheden and Campbell, Messrs. J. Gwynne James, George Edgar Frere, Frederick Morgan, W. Melmoth Walters, William Williams, F. Parker Morrell, William Nocton, and Henry Arthur White.

Sir Wm. Farrer seconded the motion, which was agreed to.

The Chairman moved the re-election of the retiring auditors as follows: Messrs. J. F. Burton, J. H. Hortin, W. Tanner Neve, Charles Robert Roberts West.

This was agreed to.

The meeting was then made special, and

Lord Hobhouse moved a resolution, which the directors recommended for adoption, for amending the society's deeds of settlement by the insertion of a clause permitting the payment of *interim* dividends. He trusted that the society had before it yet another fifty years of prosperity, and that there would be as much flow and as little ebb of receipts as had been the case during the fifty years' period the society completed last year.

Mr. Rooper seconded the motion, which was agreed to.

On the motion of Mr. J. F. Burton, seconded by Mr. E. K. Badger, a vote of thanks to the Chairman was carried.

The Chairman, in returning thanks, said the board endeavour to do their best in the future as in the past, and he hoped they might be able to give the shareholders the *interim* dividend the resolution moved by Lord Hobhouse had rendered possible.

THE LAND TRANSFER BILL.

The Standing Committee of the House of Lords met on Tuesday to consider the Land Transfer Bill, introduced by the Lord Chancellor. Lord Herschell occupied the chair.

On Clause 1 (devolution of legal interest in real estate on death),

The Lord Chancellor moved the following amendment—to leave out sub-clause 4, and insert the following new sub-clause: "The expression 'real estate,' in this part of this Act, shall not be deemed to include land of copyhold tenure or customary freehold in any case in which an admission or any act by the lord of the manor is necessary to perfect the title of a purchaser from the customary tenant."

The amendment was agreed to.

Clauses 2 to 7, inclusive, were agreed to, with the exception of Clause 4, which was omitted in consequence of the previous amendment.

On Clause 8 (right of indemnity in certain cases), the Lord Chancellor moved the insertion of the following words: "In the event of an appeal to the court the applicant shall not be required to pay any costs except his own, even if unsuccessful, unless the court shall consider that the appeal is unreasonable."

The amendment was agreed to, and Clauses 8, 9, and 10 were added to the Bill, with verbal amendments only.

The Lord Chancellor then moved to insert the following new clause: "An instrument of transfer or charge and an application to register restrictive conditions or to alter or discharge, or alter the priority of a registered charge, shall, though under hand only, be deemed an instrument within the meaning of section 44 of the Stamp Act, 1891." He said that the object was to prevent auctioneers and such persons from acting as solicitors in the transfer of land. It would not prevent owners from transferring their own land.

The clause was agreed to.

Clauses 11 and 12 were agreed to with verbal amendments.

On Clause 13 (repealing section 21 of the principal Act, which preserves registered land from acquisiton of title by possession),

Lord Thring moved the omission of the clause, on the ground that it would defeat the whole purpose of the Bill by making two incompatible titles to land possible.

Lord Herschell agreed that it would not do to repeal the section altogether, for that would render a system of registration impossible. But he thought that the difficulty suggested by Lord Thring could be obviated. It could be provided that the person who claimed title by possession for the statutory term should apply to the court to have his name registered as owner; and that his title should not be held good until his name had been so registered.

The Lord Chancellor said that this was one of the clauses which had been too hastily accepted for the purpose of disarming opposition. For the moment he was disposed to yield to the suggestion of Lord Thring.

The clause was negatived.

Clauses 14 to 18, inclusive, were agreed to without amendment.

On Clause 19 (power to require registration of title on sale),

The Lord Chancellor proposed to leave out sub-clause 5, which provides that in the case of every order for registration made under this clause a draft of the order shall be communicated to the council of the county to which the order applies; that the council may within three months of the time fixed for the order to come into operation petition her Majesty in Council that the order may be amended or not proceeded with; and that the order shall not be effective until such petition has been considered. In place of the omitted sub-clause, the Lord Chancellor proposed to insert the following:—

"In the case of every order proposed to be made under this section, notice shall, six months before the order is made, be given to the council of the county to which such order is proposed to be applied. A draft of the proposed order, together with the name of at least one place within or conveniently near to the county where a district registry office will be established, shall accompany the notice, and shall also be published in the *Gazette*. If within three months after receipt of the draft the county council, at a meeting specially called for the purpose, at which two-thirds of the whole number of the members shall be present, resolve, and communicate to the Privy Council their resolution, that in their opinion compulsory registration of title would not tend to facilitate or cheapen the transfer of land in their county the order shall not be made. The first order made under this section shall not affect more than one county. Except as to a county which shall have signified through its county council, pursuant to a resolution of such council passed at a meeting at which two-thirds of the whole number of the members shall be present, its desire that registration of title shall be compulsorily applied to it, no further order shall be made under this section until the expiration of three years from the making of the first order. Proceedings in regard to any proposed order may be taken at any time after the passing of this Act."

The Lord Chancellor said that he prererred the clause without this amendment, but in face of the opposition of the solicitors he felt that it would be impossible to carry it in that form. He had had a conference with the President of the Law Society, who stated that, with this amendment in the Bill, the body which he represented would actively support it. The substance of the amendment was to give a power of appeal to the county council against an order of compulsory registration of land. In view of the extreme importance of obtaining the assistance of the solicitors, he was prepared, therefore, to move the amendment.

Lord Herschell said that he should not oppose the amendment, but he could not share the belief that it would be ineffectual in preventing the registration of land. The efforts which had so long been concentrated upon the House of Commons to make land-registration legislation impossible would now be concentrated on the county councils; and he was not sure that the would not be equally successful in defeating the Bill.

The amendment was then agreed to, and Clause 19 and the remaining clauses were added to the Bill, which was then ordered to be reported with amendments to the House.—*Times*.

LEGAL NEWS.

APPOINTMENTS.

Mr. George Stallard, LL.B., Queen's Advocate at Lagos, has been appointed Chief Justice of Sierra Leone in the place of Mr. E. Bruce Hindle, deceased.

Mr. W. Nicoll, M.A., LL.B., has been appointed Queen's Advocate at Lagos, vacated by the promotion of Mr. Stallard.

Mr. T. A. Thompson, judge at the Falkland Isles, has been appointed Registrar of the Supreme Court at Trinidad.

Mr. William Mulholland, Q.C., has been elected a Bencher of the Honourable Society of Lincoln's-inn, in succession to the late Lord Justice Kay.

Mr. Charles L. Eyre, solicitor, formerly of No. 1, John-street, Bedford-row, but now of 28, Martin's-lane, Cannon-street, has been appointed a Commissioner for Oaths. Mr. Eyre was admitted in May, 1874.

CHANGES IN PARTNERSHIPS.

Messrs. Kennedy, Hughes, & Kennedy, solicitors, of 1, Clement's-inn, Strand, London, have arranged to amalgamate their business with that of Mr. R. C. Ponsonby, of No. 1, Great George-street, Westminster, and they will, from the 1st inst., carry on business under the style of Kennedy, Hughes, & Ponsonby.

INFORMATION WANTED.

Missing Deeds.—No. 32 (formerly 9), Pembury-road, Lower Clapton.—Any solicitors holding the Lease, and the Assignment thereof, dated 29th August, 1871, of the above premises to the late Mr. Daniel King, will oblige by communicating with Messrs. Hilbery, 20, Great St. Helens, E.C.

If any solicitor has the Will of, or prepared a will since 1890 for, George Frederick Godfrey, deceased, late of 254, Gloucester-terrace, Bayswater, and of the Garrick Club, formerly in the Admiralty, Mr. G. Edward Carpenter, of 4, Trafalgar-square, W.C., solicitor, will be greatly obliged by such solicitor at once communicating with him.

GENERAL.

Mr. Justice Bruce has been appointed the judge to attend the Lancashire Assizes to try civil causes in Manchester and Liverpool for the next year, commencing at the Autumn Circuits, in succession to Mr. Justice Kennedy.

The Dublin correspondent of the *Times* announces the death of the Hon. Stearne Ball Miller, one of the judges of the Irish Bankruptcy Court. He represented Armagh in Parliament from 1857 to 1859, and again from 1865 to 1867, when he was elevated to the bench. He was generally regarded as a sound lawyer and an impartial and courteous judge.

The Selden Society is about to issue the eleventh volume of its publications—"Select Pleas in the Court of Admiralty, Vol. II.: A.D. 1547-1602," edited by Mr. Reginald G. Marsden. It contains about two hundred cases and documents of the reigns of Edward VI., Mary, and Elizabeth, when the jurisdiction of the Admiralty was at its zenith, and a summary of all the cases dealt with in the period. It also illustrates the foreign policy of Elizabeth, the Armada, marine insurance in 1548, &c. The introduction treats of the history of the court between the 14th and 18th centuries, gathered from original documents, including the later records, many of which are State papers not calendared in "S. P. Dom," or, it is believed, to be found or referred to elsewhere. Volume twelve, on "The Court of Requests," edited by Mr. J. S. Leadam, is now in the hands of the printers.

In the House of Commons on Monday, Mr. Pickersgill asked the First Lord of the Treasury whether he was aware that a Department of the French Government—namely, le Ministère de la Justice—was publishing at the public charge a series of French translations of the principal foreign codes of law; and whether, following the precedent of the State Trials Committee, the Lords Commissioners of the Treasury would be disposed favourably to regard a proposal for the appointment of a committee charged with the duty of superintending the preparation of English translations of famous foreign codes, such as the Penal Code of Italy, 1890. Mr. Balfour said: I will consult the Home Secretary on the subject of this question, but my own impression is that it will be better at all events to wait and see what is the result of the French translation of the codes, and what value it is to students. It may well be that the Italian Code is more available for English students than the French translation.

COURT PAPERS.

SUPREME COURT OF JUDICATURE.

Rota of Registrars in Attendance on

Date.	Appeal Court No. 2.	Mr. Justice North.	Mr. Justice Stirling.
Monday, May 10	Mr. King	Mr. Leach	Mr. Godfrey
Tuesday 11	Farmer	Beal	Rolt
Wednesday 12	King	Leach	Godfrey
Thursday 13	Farmer	Beal	Rolt
Friday 14	King	Leach	Godfrey
Saturday 15	Farmer	Beal	Rolt
	Mr. Justice Kekewich.	**Mr. Justice Romer.**	**Mr. Justice Byrne.**
Monday, May 10	Mr. Carrington	Mr. Ward	Mr. Lavie
Tuesday 11	Jackson	Pemberton	Pugh
Wednesday 12	Carrington	Ward	Lavie
Thursday 13	Jackson	Pemberton	Pugh
Friday 14	Carrington	Ward	Lavie
Saturday 15	Jackson	Pemberton	Pugh

HIGH COURT OF JUSTICE.

CHANCERY DIVISION.

Easter Sittings, 1897.

Before Mr. Justice North.

Causes for Trial (with witnesses).

Brown v Collings act

Lane v Marie Rose Gold Mining Co, ld act (transferred from Romer, J)

Lock v Same Co act (transferred from Kekewich, J)

Lyons v Oakshette act

Baylis v Campion act

Attorney-Gen v Dinas Steam Colliery Co, ld act

Robertson v Gavin act

Ludlow v Marshall act

Holthouse v Deesen act

Roberts v Ormond act
Genn v East Kerrier Rural District Council act
Way v Way adjd sumns entered in Witness List
In re Eyre Astorg v Chichester act
Ecclesiastical Commrs for England v Pinney act
Larpent v Harefield, &c, Water Co, ld act
Ryves v Ryves act
Cook v Hough act & m f j
Harvey v Henry act
In re Fernihough Wayne v Fernihough act
Earl of Westmorland v New Sharlston, &c, Co, ld act
The Provident Clerks' Mutual Life Assoc v Law Life Assce Soc act
The Grays Chalk Quarries Co, ld v Leabrooke act
Attenborough v Williamson act
In re The Co's Acts & In re The New Alburina Gold Mining Co, ld, motn entered in Witness List
Carter Gear Case Patents Co v Biddles act
Gains v Nurse act
In re Thomas, Holmes v Thomas act
Hall v Achard act
Bell v Andrews act
Goode v Higgs act & motn for judgt
Rose v Pile act
Meaby & Co ld v Triticine ld act & motn for inj (pleadings to be delivered)
In re Meaby & Co's ld Trade-Mark, No 52,389, &c motn of Triticine ld
Hodgson v House act
Harefield Grove, &c Co ld v Webster act
Jones v Jones act without pleadings
Jordeson v The Sutton Southcoates, &c Gas Co act
Smart v Edwards act
Taylor v The New Briggate Arcade Co ld act
Hood v Hawkins act
Archer v Stone act
Edwards v Bridgland act
The Pioneerville Gold Co ld v Willson act
Stansfeld v D'Este act
The Dunlop Pneumatic Tyre Co ld v The India Rubber, &c, Works ld act
Foakes v Drew act & counter claim
Hunt v Worsfold act
Nash v Dix act
Wright v Long act
Wortham v Smellie, the younger act
British Publishing Co ld v Barnes act
Coghlan v Cumberland act
Britton v Skene act
Morgan v Attenborough act
Munday In re Trade-Mark, 88,123 of 1889 & Patents, &c Acts motn entered in Witness List by order
Davis v Matthews act
Willans v Wheable act
Boyle v Daeth act
Incandescent Gas Light Co ld v Seligman act
Heidemann v Smokeless Powder Co ld act
Hallett v Hallett act
The Automatic Coal Gas Retort Co ld v The Nelson Corpn, &c act
Lascelles, Tickner, & Co ld v Burrell act
Attenborough v Jay act (pleadings to be delivered)
Bacon v Wheable act

Causes for Trial (without witnesses).
Lovibond v Lovibond further hearing of action (restored by order)
Billing v Tomkins m f j and motion by order
In re Groom Booty v Groom act
In re Fish Lea v Fish m f j
The Bristol Channel Malting & Milling Co ld v Ross, Sleeman & Co, ld m f j
In re Parry Parry v Parry act
In re an Arbtn between B D Atkinson & anr & H T Hickman & Arbtn Act, 1889 special case
Jeffery v Stewart act (short)

Adjourned Summonses.
In re Ball, Ball v Ball to come on with fur con
In re Piercy Whitwham v Piercy
In re Same, Same v Same appln of pit
In re St Paul, Butler v Grey (restored)
In re The Barry Ry & Lord Wimborne & V & P Act, 1874 pt hd
Wood v Edwards
In re Hawkes, In re Barnes, Maples v Hawkes
In re Hawkes, In re Davis, Hawkes v Davis
In re Vaughan, Jervoise v Rowley
Marquis of Abergavenny v Parsons
In re Burnaby, Burnaby v Baron Erskine
In re Skene, Walter v Monk
In re Sharland Kemp v Rosey
In re Mayhew Barrett v Mayhew
In re St Mary's Parish, Battersea, & General Paving (Metropolis) Act, 1817
In re Yeo In re Hawkins Yeo v Yeo
In re Fuller, Horsey, Sons & Cassell & D W B Leathley & V & P Act, 1875, for sale of freehold premises in Christian street, Commercial road
In re O'Neill Davis v Wright
In re Ratcliffe Ratcliff v Lovell
In re Burn Macartney v Burn
The Heston & Isleworth Urban District Council v Grout
The Manchester Ship Canal Co. v The Company of Proprietors of the Rochdale Canal
In re Rogerson Hampson v Rogerson
In re Charrington Charrington v Charrington
In re Tilley Shand v Mason
In re Wilson Pender v Wilson
In re Smith Bridges v Heaphy
In re Goodwin Goodwin v Goodwin
In re Kershaw Tottenham v Kershaw
In re Rawlins Alder v Carson
In re Deacon Gardner v Deacon
In re Pritt Mackereth v Mason
In re Wyatt Gorfett v Phear
In re McMurdo Penfield v McMurdo
In re Earl of Scarborough Lord Savile v Hoare
In re Baroness Forester Jervis v Lord Forester
In re Cook Fueggle v Fueggle
In re Johnson Roberts v Attorney-Gen
In re Cartwright Cartwright v Crowdon
In re Sillitoe Whittingham v Ruscoe
In re Heaphy Heaphy v Heaphy
In re Colvill Prince v Walpole
In re Tibbits & Settled Lands Act
In re Cadwallader Cadwallader v Larton
In re Penn & Jones' Contract & V & P Act, 1874
In re Townshend Townshend v Barber
Hunt v Hunt to come on with fur con
In re Lady Llanover Freshfield v Herbert
In re Learoyd Watkinson v Brooke
In re Wood's Patent Brick Syndicate Palmer v Wood's Patent Brick Syndicate

Further Considerations.
Dawson v The Highgate Tramways ld fur con
In re Oxenham Ford v Oxenham Ford v Ford fur con and two adjd summonses
In re Pain Pain v Pain fur con
In re Godden Teague v Fox third fur con
Sharp v Cannock Lodge Colliery Co ld fur con
In re Bent Taylor v Blackwell fur con
In re Best Lazenby v Walker fur con
In re McConnel Murray v Banister adjd sumns to come on as fur con
In re Hannah Anderson v Haynes fur con and two adjd summonses
Doncaster v The Direct Cash Trading Co ld fur con
Hunt v Berner's Hotel ld London & Universal Bank ld v Same Wise v Same (consolidated) fur con
In re Speakman Speakman v Birkbeck fur con

Before Mr. Justice STIRLING.
Causes for Trial (with witnesses).
In re Eastbourne Mansions ld Armstrong & ors v The Eastbourne Mansions, ld act
Tuckey v Barratt act
Schroeder v Harris act
Haigh v. Coltman & Baker act
Fielden v Mayor, &c, of Morley act
Mytton v Evans act
Williamson v Haggas act
The Home & Colonial Stores, ld v World's Tea Co act
The Exchange Telegraph Co, ld v The Central News, ld act pt hd (May 4)
Brickwell v Faldo act
Brenan v Jarvis act
In re Von Dalmen's Patent, 6,327—A—1895, and In re Wagner's Patent, 14,775—A D—1895, and Patents Acts petn ordered to go into Witness List
Bass, Ratcliff, & Gretton, ld v Idle act
Webber v Sandon act
Powell, Duffryn, & Co, ld v Aberdare Works and Collieries, ld act (pleadings to be delivered)
Lewin v Hood act
Abrahams v Partridge act
In re Powell, Powell v Powell
Cibills-Buxaero v Schmoele, Rhodes & Co act
Cooper v Cocker act
Bernard v Nash act
Harris v Barnato Bros act
The Rhondda, &c, Ry Co v Port Talbot Ry & Docks Co act
Woodhead v Woodhead act
Whitwham v Watkin act
Marquis of Anglesey v Litchfield Rural District Council act
Roe v Walpole act
Malcolm v Griffiths act
In re Wilson Wilson v Wilson act & m f j
The Lee Arms Co v London & Westminster Contract Corpn ld London & Westminster Contract Corpn ld v The Lee Arms Co act and counter claim
Bennett v Robinson act
Clements v Clements act
Brooking v Pearse act
Stephens v Stephens act
In re Romulus Norwood's Patent, No 21,374,—A D—1891, and Patents &c Acts petition entered in witness list
Griffith v Tower Publishing Co ld act
Basset v New Brighton Graydon Castle, &c Co ld act, counter-claim & m f j
Jones v Reed Ruck v Jones act & counter-claim
Reed v Ruck act transferred from Q B Division (to come on with previous act)
Golding v Reilly act (without pleadings)
Banfield v Higgins act
The Dunlop Pneumatic Tyre Co ld v The Preston, Davis Tyre & Valve Co act
Walker v King act
Wood v Asher act
Lowther v Postlethwaite act
In re Marsh, Marsh v Joseph further appln on sumns, ordered to go into Witness List
Teanby v Christmas act & counter claim
Rodgers v Wood act
Briggs v Waterhouse act
Willis v J Weiner ld act
Harris v Lewis act
Cunynghame v Skewes-Cox act
In re Whiter, Macalister v Whiter act
Faithfull v Kemp act & counter claim
The London & Foreign Contract Corpn ld v Goldbourne act & motn for judgt
Buckle v Wood act (transferred from Romer, J)
Sanderson v King act
Sewell v Bottomley act
Bayley v Hooley act
Flood v Estcourt Estcourt v Flood act & counter-claim (consolidated)
Feltham & Co, ld v Hudson act
Davies v Jones act
Foxon, Robinson & Co, ld v D Rylands, ld act
Campbell v Girdlestone act
Gardner v Cameron act
Middlesex Joint Stock Banking, &c, Co, ld v Blumberg act
Fitton & Son v Holmes act without pleadings
The Associated Press v The United Press act
Crute & Laurence v Ellis action & counter-claim

Causes for Trial (without witnesses) and Adjourned Summonses.
In re Alexander Swanston v Alexander adjd sumns (to come on with fur con)
Elkins v Capital Guarantee Soc, ld adjd sumns Same v Same adjd sumns restored (heard for Mr Justice Romer)
In re Groves Doughty v Groves adj sumns pt hd
In re Morrison Maitland v Geare adjd sumns
In re Loughton Loughton v Welsby adjd sumns
In re Delmar and Charitable Trusts Acts adjd sumns
In re Kearns Kearns v Kearns adjd sumns
In re Watson Watson v Williams adjd sumns
In re Macdonald Dick v Fraser adjd sumns
In re Felton Rose v Edwards adjd sumns
Austin v Bostock adjd sumns

In re Bailey Gomm v Bacon adjd sumns
In re Brookes Coles v Davis adjd sumns
In re Llewellyn Hall v Llewellyn adjd sumns
In re Hopkins Johnson v Hopkins adjd sumns
In re Hardinge Lloyd v Jesson adjd sumns
In re C E Wilson, a Solr, &c (taxation) adjd sumns
In re J Cory Lee v Cory adjd sumns
In re Russian Spratts ld Johnson v Russian Spratts ld adjd sumns
In re Wood Epps v Wood adjd sumns
In re Atkinson & Forde's Contract & V & P Act, 1874 adjd sumns
In re Clayton Winterbotham v Daubeny adjd sumns
In re Lambert Middleton v Moore adjd sumns
In re McLeod Stevenson v Staight adjd sumns
In re Camroux, Camroux v Jarvis adjd sumns
In re Pitman Pitman v Rackham adjd sumns
In re Potter Clarke v Potter adjd sumns
Teverson v Dyer motn for judgt
In re Burroughs Burroughs v Burroughs adjd sumns
Galton v Ching adjd sumns
In re Mills Mills v Mills adj smns
In re Edwards & Settled Land Acts adjd smns
In re Phillips & Lee's Contract & V & P Act adjd sumns
Kaye v Brook adjd sumns
Metropolitan Ry Co v Verney m f j (short)

Further Considerations.

In re Waite Weatherall v Sturt fur con
In re Fawcett Fawcett v Fawcett fur con
Hemingway v Hemingway fur con

Before Mr. Justice KEKEWICH.
Causes for Trial (with witnesses).

Matthews v Sherrin act
Isaacs v Towell act
In re Robinson, Robinson v Robinson act
Hipkins & Son v Plant act
L de Rothschild v Miles act
Parker-Jervis v Corbet act
In re Lucas, Govett v Lucas act & 3rd party notice of dft A J Schwabe
Adby v Willett act & counter-claim (No 8 to come on immediately before this)
Groome v Ricci act
Wackett v Gingell, Son, & Co act
In re Oakley, March v Oakley act
Willett v Abdy act
Dessan v Grueber act
Bateman v Hertz act
Roe v Crews act
Fricker v Van Grutten act
In re Wood Prior v Wood act & counter-claim
Stepney v The Burry Port & Gwendreath Valley Ry Co act
Fellow v Ohrly act
Rowley v Ginnever act
Kingswell v MacAndrew act and counter-claim
Lake v Archer-Burton act
Booth v Rambert act (May 4)
Atkinson v Hills act
Taylor v Blake act
Greenfield v Codner act
Jones v Ditton act (pleadings to be delivered)
Hirsch v Hirsch act
Bengough v Bengough act
In re The British Gold Fields of West Africa ld & Co's Acts (Ingham's case) motn entered in Witness List In re Same & Co's Act (Rees case) motn entered in witness list May 11 with two adjd summonses
Lord Battersea v Graham act
Cox v Coaney act
Miles v Gumley act & m f j
Rumball v Rumball act
Harvey v North North v Harvey act & counter-claim
Neale v Wilford act
The Portsea Island Building Soc (in Liquidation) v Winter act & counter-claim
Walton upon Thames Urban District Council v Cababe act
The Cornbrook Brewery Co ld v Gartsides ld act
Smith v King act
In re Outhwaite Ellwood v Outhwaite act
Young v Higgs act
Slade v Pockett act
Willshaw v Sell, the elder act
Joseph v Sutherst act
Wilkes v The Edison & Swan Electric Light Co. ld act (plt dead)
Smith v Langton act
Haws v Harding & Sons act
The Urban District Council of Handsworth v Derrington act
Lofthouse v Easton act
Innes v Duncombe act
In re Kennett Buck v Kennett act
The Preston Davies' Ball Bearings Co ld v The Auto Machinery Co, ld act
Aman v Puckle act (transferred from Q B Division)
Actien Gesellschaft fur Cartonnagen Industrie v Temler act
Ashley v Ashley act (to follow No 64)
Betts v Ballard act (to follow Ballard v Wells)
Williams v Hopkins act
Stephens v Hughes act
Bateman v Faber act & motn for judgt
Duveen Bros v Countess of Pembroke act
Pugh v Hartley act
Bilby v London & Westminster Bank, ld act
Blumberg v Life Interest & Reversionary Securities Corpn, ld act
Selim v Van Beveren issue for trial set down by order
Aston Pearse v Ashton act & counter-claim
Ellis v Gregory act
Kekewich v Smith act
In re Hannan's Virginian Gold Mining, &c, Co, ld and Co's Acts motn set down in the witness list by order
Woods v Perks act
Oliver v Baker act

Causes for Trial (without witnesses).

In re Antoniades Balli v Antoniades act
Cook v Whiffin act (short)

Adjourned Summonses.

Sellars v Leman adjd sumns (first day)
In re Waylett King v Cashmore adjd sumns (28th April)
In re Briggs Briggs v Briggs adjd sumns
In re Bloxsome Rogers v Bloxsome adjd sumns
In re Pewtress Wilkinson v Wilkinson adjd sumns
In re Marrett Pott v Marrett adjd sumns
In re Morris Armitage v Hopkins adjd sumns
Harris v Sleep (plts) adjd sumns Same v Same (dfts) adjd sumns
In re Lysaght Lysaght v Lysaght adjd sumns
Maxwell v Bird adjd sumns
In re Buller & Cross (taxation) adjd sumns
In re Francis, Francis v Francis adjd sumns
In re Park, Park v Tweed adjd sumns
In re Bawden, National Provincial Bank of England ld v Cresswell adjd sumns
In re Serle, Gregory v Serle adjd sumns
In re Errington, Errington Turbutt v Errington adjd sumns
In re Pantin, Randall v Cowie adjd sumns
Pugh v Hartley two adjd sumns by plt & dft F A Pugh

Further Considerations.

Jones v Jones fur con (restored)
Townsend v Pepper fur con
Long v Spiller & Co ld fur con

Before Mr. Justice VAUGHAN WILLIAMS.
(Sitting as an additional Judge of the Chancery Division.)
Companies (Winding-up).
Petitions

Gold Reefs of Western Australia ld (petn of G E D Durnford)
Anglo-Western Pioneer Syndicate ld (petn of J H. Clemes)
Bangor Mutual Ship Insce Soc ld (petn of M Williams, J. Ellis, D Morris & H Hughes)
South Luipaardsvlei Gold Mines ld (petn of E C Ker)
Liberty Consolidated Gold Mines ld (petn of C Frey)
North Borneo Prospecting and Cultivation Syndicate ld (petn of W P R Newlands)
British Gold Fields of West Africa ld (petn of C W. Cornmell)
South Nigel Gold Mining Co ld (petn of J G Poole)
Harefield Grove & Springwell Water Co ld (petn of H S Hirst)
Castell & Brown ld (petn of Fulham Pottery & Cheavin Filter Co ld)
William Teggin & Co ld (petn of A B Wood)
Charterland Consolidated ld (petn of R N Darbishire)
Musical Art Club Co ld (petn of W H Peake)
Bank of Syria ld (petn of W E C Curre)
Australian Joint Stock Bank ld (petn of A F H Darley)

Chancery Division.

Societe Vinicole de Turquie ld (ptn of Co and shareholders to rescind resolutions)
Manhanset Steamship Co ld & reduced (ptn of Co)
Palmarejo Mining Co ld & reduced (ptn of Co)
Robert Campbell & Sons ld and reduced (petn of Co)
Mains Manufacturing Co Carlisle ld & reduced (petn of Co)
Holborn Viaduct Land Co ld & reduced (petn of Co)

Court Summonses.
Companies (Winding-up).

Lyric Club ld (to set aside proofs)
Lands Allotment Co ld (taxation of bill)
Hemp Yarn & Cordage Co ld (for discovery)
London and General Bank ld (for leave to make a set off)
General Credit Co, ld (to appoint new liquidator)
Asia ld (to vary list of contributories)
Odell ld (on Clayton's claim)
Nottingham Mining Property (Barberton) ld (to distribute assets)
Kharaskhoma Exploring & Prospecting Syndicate ld (for balance order against J Pyke & H C W Gibson)
London Metallurgical Co ld (for review of taxation)
Sale Hotel & Botanical Gardens Co ld (as to rights of contributories in guaranteed profits)
Nottingham Mining Property (Barberton) ld (to distribute assets)
British Steam Generator & Refuse Utilization Co ld (for payment of order)
Cornwall Minerals Ry Co (as to unclaimed interest)
Lands Allotment Co, ld (to reverse decision of O R rejecting proof of G Newman)
Veuve Monnier et ses Fils, ld (to vary list of contributories)
Petroleum Distributing Co, ld (for delivery up of documents)
Crown Lease Proprietary Co, ld (to vary list of contributories)

Chancery Division.

Stubber v T Daniel & Co ld (for sale)
Same v Same (for leave to cross-examine)
Same v Same (declare dividend)
Same v Same (for discovery)

Before Mr. Justice ROMER.
Causes for Trial (with witnesses).

In re The Marza Syndicate & Co's Acts motn ordered to go into Witness List
Lane v Davies act
Goodswin v Sharp act
Roddis v Ansell act
Betts v Betts act
Bilby v Fry act
Lovett v Lovett act
Somerset Drainage Commrs v Corpn of Bridgwater act set down by order (pleadings to be delivered)
In re Weddall Weddall v Weddall act
Peat v Baines act
Omanney v Stainforth act
Clark v Vanderpant act
Tayleur, the younger v Chamberlain act
Horsley v Russell act
The Incandescent Gas Light Co, ld v The Aurora Incandescent Gas Light Co act
Same v The American Incandescent Gas Lighting Co act
Thyne v The Elswick Cycles Co, ld act
Leslie v R. B. Smith & Co act
The Pneumatic Tyre Co, ld v West London Rubber, &c, Co, ld act
Same v Tubeless Pneumatic Tyre, &c, ld act
Macdonald v Colonial Finance Corporation, ld act
In re Dyson Dyson v Dyson act
In re H J Haddan's Patent—A D 1892—No 13,614, and Patents, &c, Acts petn entered in Witness List
The Dunlop Pneumatic Tyre Co, ld v The Flight Cycle Co, ld act
In re Martinengo Martinengo v Martinengo act
Duleep Singh v Bristowe act
Jacobi Bros & Co, ld v Jacobi, Stokvis, & Co, ld act (pleadings to be delivered)
Fabriques de Products Chimique, &c v Caspers act
Turner v Thompson act
Simon v Powell act
The Acme Automatic Machine, &c,

ld v The Sweetmeat Automatic Delivery Co, ld act
Schuller v Spanton act
The Dunlop Pneumatic Tyre Co, ld v Wackerbath act
Same Co, ld v Brown Bros act (s o until judgt in act of Dunlop, &c, Co, ld v Preston, &c, Co, ld)
Sartoris v Rural, &c, Council of Fareham act
Skipper v Skipper act
Hodgson v Dickinson act
A J Moore v Thorpe act
T D Moore v Thorpe act
In re Tulip Smith v Ramshaw adjd sumns entered in witness list
Everard v Derby act
Graydon v Bassett act without pleadings
Thornton v Hunter act & counter claim
Harrop v Mayor, &c, of Osset act
Stainton v Hornsey act
The Boston Rubber Shoe Co v United States Rubber Co act
Andrews v Cunningham act
Reckitt & Sons ld v H Harris, Sons & Co ld act without pleadings
Sykes v Jennings Jennings v Sykes Same v Same Same v Same acts (consolidated)
Howes & Burley v Neale & Sons act
Paget v Hasluck act
White v Adams act
In re Cotterill Cotterill v Cherry act
Hamilton v Cavendish act
Hutchinson v Alliott act
H Clark & Sons v Petrocokino act
Petrocokino v H Clark act
The Incandescent Gas Light Co ld v Mundler act
Curtice v General Press Cutting Assoc ld act
Brown v Thorn Thorn v Brown act & counter-claim
Graham v Forster act
Adams v Page act
Armstrong v Lamb act
Cardinall v London Agency ld act
Lee v Gordon, the younger act (Leeds D R)
Queensland Investment & Land Mortgage Co ld v O'Connell act

Causes for Trial.
(Without Witnesses and Adjourned Summonses.)

In re Anstey, Anstey v Scott adj sumns
In re Gibbon, Hewett v Coxwell adj sumns
In re Sheppard, Sheppard v Manning adj sumns
In re Ashworth, Ashworth v Ashworth adj sumns
In re Marquis of Bristol, Earl Grey v Grey adj sumns
In re E Smith Loughran v Smith adj sumns
Wilcox & Gibbs v Janes adj sumns
In re Farrant Francis v Pooles adj sumns

Further Considerations.

In re Silvani Silvani v Butler f c (not before May 5)
In re Clarke Fawcett v Pethick f c

Before Mr. Justice Byrne.

Causes for Trial (with witnesses).

Transferred by Order, dated January 21, 1897.

Felix Hadley & Co ld v F Hadley act (not before May 3)
The Pneumatic Tyre Co ld v Leicestershire Pneumatic Tyre Co & Automatic Valve Co act (not until further order)
Dulsep Singh v Hill act
Gipps v Wynne act & m f j (No 55 to be heard with this)
The Southall, Norwood, &c, Council v Mousted act
Rose v Neale act
Horwood v Inskip act
Wilson v Aldwinckle act
Foat v Clark act & counter-claim
Jarvis v Jarvis act
Anderson v Manchester, Shaffield, &c Ry Co act
Maconochie v J Livingston & Co act for trial set down by order
Groome v Ricci act
Pollard v Weicher act
Pneumatic Tyre Co, ld v English Cycle Co act
Iles v Lewin act
Leggett v Gardiner act
In re Carter Carter v Lake act
Paul v Paul act
Tribe v Sage act & counter-claim
Colthurst v Leathley act
Lockyer v Harvey & Co act
In re Treherne Weldon v Williams act (not before May 10)
Short v Montefiore act
Dawson v Thompson act Thompson v Dawson act (consolidated)
In re Holt, In re Rollason Holt v Holt act
In re Janes' Petition, 1895, No 10,920 petn ordered to go into Witness List
Watts v Hanslop Parish Council act
Cooley v Holt act
Viscount Hood v Coulson act & m f j (see note to No 29)
Jamieson & Co v Jamieson act
In re Williams Williams v Barcroft act
Dean v Sercombe, Son, & Co act (not before May 15)
White v Weston act
Radcliffe v Mayor, &c, of Plymouth act
In re Tiffin Tiffin v Hamilton act
Mitchell v J Beach, junr act
Hewett v Wyand act
Attorney-Gen v Kirk act
Ratcliffe v Gleadowe act
Davies v Townsend act
Lock v Campbell act
Carlisle Cafe Co ld v Muse Bros & Co (set down by order)
Hunt v Tripp act
Hallett v Musgrave act & two motions
Tanner v Tanner Act
Hutton v Mine Contract Co ld act
J Lyons & Sons v Wilkins act & m f j
Paget v Schwabe act
In re Allison's Patent, No 8,618 of 1895 petn entered in witness list
Rady v Budd act
Roy v Roy act
Sheppard v Cooke act
Wood v B Verity & Sons act
Pye-Smith v Marriott act
London General Omnibus Co ld v Death
De Barreto v Ridley act
Walsall Rural District Council v Hughes act
Beasley v Klingelhofer act
Wadey v City & Suburban Freehold Land Co ld act
Pneumatic Tyre Co ld v Woodbridge & Co act
How v The Urban District Council of Carshalton act

THE PROPERTY MART.

SALES OF ENSUING WEEK.

May 11.—Messrs. Debenham, Tewson, Farmer, & Bridgewater, at the Mart, at 2 p.m., Freehold Premises in the City. Solicitors, Messrs. J. Taylor & Son, London. (See advertisement, this week, p. 482.)
May 11.—Messrs. Debenham, Tewson, Farmer, & Bridgewater, at the Mart, at 2 p.m., Leasehold Ground-rents of the total value of £599 per annum. Solicitors, Messrs. Senior & Lambert, Richmond, Surrey. (See advertisement, April 24, p. 4.)
May 12.—Messrs. Edwin Fox & Bousfield, at the Mart, at 2 p.m., Freehold Estates, comprising half an Adventurer's Share in the New River. Solicitors, Messrs. Evans, Foster, & Wadham, London. (See advertisement, April 24, p. 4.)

RESULT OF SALE.

Sale of Reversions and Life Policies.

Messrs. H. E. Foster & Cranfield's 594th Sale of these interests was a successful one, nearly every Lot offered being sold. The following are some of the results:—

REVERSION:		
To one-sixth of £6,424; life 70, provided life 30 survive ...	Sold	£920
ANNUITY:		
To £10, payable to a gentleman aged 31; Absolute Reversion to £800, receivable on death of survivor of three ladies, aged 81, 74, and 73 respectively	,,	1,375
ABSOLUTE REVERSION:		
To a Trust Fund of £1,000; life 68 and 54	,,	305
To one-twentieth share in possession of a Residuary Estate; present income about £4,322 per annum	,,	730
POLICIES OF ASSURANCE:		
For £500; life 61	,,	185
For £500; life 61	,,	200
For £500; life 61	,,	215
For £10,000; life 62	,,	7,700
For £1,000; life 62	,,	400
For £1,000; life 64	,,	700
For £2,000; life 64	,,	250

Warning to intending House Purchasers and Lessees.—Before purchasing or renting a house, have the Sanitary Arrangements thoroughly Examined, Tested, and Reported Upon by an Expert from Messrs. Carter Bros, 65, Victoria-street, Westminster. Fee quoted on receipt of full particulars. Established 21 years.)—[Advt.]

WINDING UP NOTICES.

London Gazette.—Friday, April 30.

JOINT STOCK COMPANIES.

Limited in Chancery.

Bond Street Brewery Co, Limited (in Liquidation)—Creditors are required, on or before May 24, to send their names and addresses, and the particulars of their debts or claims, to William Kevan, 12, Acresfield, Bolton
Clayton Aniline Co, Limited—Creditors are required, on or before June 12, to send their names and addresses, and the particulars of their debts and claims, to Edwin Guthrie, 71, King st, Manchester
Duddeston Ward Hall Co, Limited (in Voluntary Liquidation)—Creditors are required, on or before May 31, to send their names and addresses, and the particulars of their debts or claims, to Charles Richards, Cobden chmbrs, Corporation st, Birmingham
Leeds Daily News, Limited—All persons having any claim are required, on or before May 10, to send in their names and addresses, and the particulars of their debts or claims, to John Hepper, East parade, Leeds Bowling & Son, Leeds, solors for the liquidator
London and West Australian Contract Co, Limited—Creditors are required, on or before June 7, to send their names and addresses, and particulars of their debts and claims, to Francis Turner, 11, Grocers' Hall ct, Mansion House
Provincial Land Co, Limited—Creditors are required, on or before Tuesday, June 1, to send their names and addresses, and the particulars of their debts and claims, to Edward Mounsey, 3, Lord st, Liverpool Jones & Co, Liverpool, solors for liquidator
South Zambesi Development Co, Limited—Petn for winding up, presented April 26, directed to be heard on Wednesday, May 12 E. Vernor Miles, 30, Theobald's rd, Bedford row, solor for petner Notice of appearing must reach the above-named not later than 6 o'clock in the afternoon of May 11
Underhill, Stanham, & Musson, Limited—Creditors are, on or before June 12, to send their names and addresses, and the particulars of their debts or claims, to William Nicholson, 12, Wood st, London. Learoyd & Co, Coleman st, solors for liquidator

Unlimited in Chancery.

Central Somerset Permanent Benefit Building Society of Bridgwater—Creditors are required, on or before May 15, to send their names and addresses, and the particulars of their debts or claims, to Alfred Willie Sully, Bank chmbrs, Bridgwater. Hagon, Bridgwater, solor for trustee
Metropolis and Counties Permanent Investment Building Society—Petn for winding up, presented April 27, directed to be heard on Wednesday, May 12. Linnett & Co, Quality ct, Chancery lane, solors for petner. Notice of appearing must reach the above-named not later than 6 o'clock in the afternoon of May 10

FRIENDLY SOCIETY DISSOLVED.

St. Joseph's Catholic Burial Society, 170, Culford rd, Kingsland, N. April 21

London Gazette.—Tuesday, May 4.

JOINT STOCK COMPANIES.

Limited in Chancery.

Charterland Consolidated, Limited—Creditors are required, on or before June 24, to send their names and addresses, and the particulars of their debts or claims, to Frederick Seymour Salaman, 3, Bucklersbury. Grant & Co, Norfolk st, Strand, solors for liquidator
Clarkson-Stanfield Concentrator, Limited (in Liquidation)—Creditors are required, on or before May 31, to send their names and addresses, and particulars of their claims, to Corbin & Greener, 85, Gresham st, solors for liquidator
Dolgelley Gas Co, Limited—Creditors are required, on or before June 14, to send their names and addresses, and the particulars of their debts or claims, to Alfred Whittingham, Ruabon
Ethel Hope Gold Mines, Limited—Creditors are required, on or before June 29, to send their names and addresses, and the particulars of their debts or claims, to Edward Ernest Collins, Winchester House, Old Broad st Minet & Co, Cannon st, solors to the liquidator
F. M. Nash & Co, Limited—Petn for winding up, presented April 27, directed to be heard on Wednesday, May 12 Halses & Co, 61, Cheapside, solors for petner. Notice of appearing must reach the above-named not later than 6 o'clock in the afternoon of May 11

INDESTRUCTIBLE IGNITION TUBE SYNDICATE, LIMITED—Creditors are required, on or before June 9, to send in their names and addresses, and the particulars of their debts or claims, to A. J. Chandon, 100c, Queen Victoria st

INTERNATIONAL GOLD SYNDICATE, LIMITED—Pets for winding up, presented April 28, directed to be heard on May 12 Lumley & Lumley, 37, Conduit st, Bond st, solors for petner. Notice of appearing must reach the above-named not later than 6 o'clock in the afternoon of May 11

MONTON MILLS CO, LIMITED—Creditors are required, on or before June 21, to send their names and addresses, and the particulars of their debts or claims, to John Edward Waterhouse, bookkeeper at Messrs Birtwistle & Fielding, Water st, Great Harwood. E. & B. Haworth, Great Harwood, solors for liquidator

NORBROOK MILL CO, LIMITED—Creditors are required, on or before June 19, to send their names and addresses, and the particulars of their debts or claims, to Thomas Waterworth, Victoria st, Blackburn. E. & B. Haworth, Blackburn, solors to liquidators

FRIENDLY SOCIETY DISSOLVED.

FRIENDS UNITED REINDEER COURT FRIENDLY SOCIETY, Friendly Societies Hall, Croft st, Heckmondwike, York. April 28

CREDITORS' NOTICES.

UNDER ESTATES IN CHANCERY.

LAST DAY OF CLAIM.

London Gazette.—FRIDAY, April 16.

OXENDEN, Sir HENRY MONTAGU, Bart, Canterbury May 19 Bussell v Oxenden, Stirling, J Digby, Coleman st

VICKRESS, THOMAS JAMES, Oxford st, Licensed Victualler May 20 Vickress v Irish, Kekewich, J Routh, Southampton st, Bloomsbury

WILLIS, HENRY, Combmartin, nr Ilfracombe, Publican May 14 Irwin v Willis, Stirling, J Day, South Molton, Devon

WOOD, WILLIAM, Crawley, Sussex, Farmer April 30 Greenfield v Wood, Stirling, J Head & Co, Reigate

UNDER 22 & 23 VICT. CAP. 35.

LAST DAY OF CLAIM.

London Gazette, TUESDAY, April 20.

BALLARD, MARY, Brighton May 23 Goodman, Brighton

BLAKE, HORACE LYNN, Norwich, Hotel Proprietor May 31 Sadd & Bacon, Norwich

GRIFFITH-COLPOYS, ARTHUR ADAIR, Hastings, Architect May 10 Beattie, London wall

GUDGEON, HANNAH, Preston May 17 Clarke, Preston

MACDOUGALL, Rev JAMES, Reading June 1 Budd & Co, Austin friars

PERRY, Ven Archdeacon GEORGE GRESLEY, Lincoln May 18 Danby & Co, Lincoln

POTTER, THOMAS WINTER, Charlton Kings, Gloucester May 26 Cunliffes & Greg, Manchester

SYKES, ELIZABETH, Spridlington, Lincoln May 1 Danby & Co, Lincoln

London Gazette.—FRIDAY, April 23.

BAILEY, WILLIAM, Halifax May 26 Barstow & Midgley, Halifax

BARING, Mrs SUSAN CARTER, Grafton st June 1 Lawrence & Co, New sq, Lincoln's inn

BURN, MARY ANN, Kentish Town May 25 Carr & Co, Rood lane

CLARK, CHARLOTTE, Spalding, Lincs June 17 Mee & Co, Retford

CROFTS, WILLIAM, Derby, Licensed Victualler May 20 Jones & Middleton, Chesterfield

EDWARDS, Sir HENRY, Berkeley sq June 1 Stibbard & Co, Lesdenhall st

ELLISON, JOSEPH SAMUEL, York, Joiner May 22 Law, Birstall

FOULGER, ROBERT WILLIAM, Penley, Flint June 1 Malkin & Co, Martin's lane

GOLDIE, GEORGE, Kensington sq, Architect May 29 Spink & Brown, York

HARDMAN, JOSIAH, Stoke upon Trent May 15 Llewellyn & Ackrill, Tunstall

HARRIS, JOHN, Churchstoke, Montgomery May 29 Buchanan, Clun, Salop

HOOD, THOMAS, Birmingham, Publican May 15 Restall, Birmingham

HYETT, WILLIAM, South Hackney, Bootmaker May 31 Ashbridge, Whitechapel rd

JONES, MORRIS, Llanllechid, Carnarvon, Farmer May 20 Jones, Bangor

KERR, HERBERT, Wimbledon, Surrey May 31 Stanley Evans & Co, Theobald's rd

PEARCE, MARESCO, Abchurch ln, May 20 Hopgoods & Dowson, Whitehall pl

READ, DANIEL, Ipswich May 31 Turner & Turner, Ipswich

REYNOLDS, JOHN, Ebbw Vale, Monmouth, Fireman May 24 Shepard, Tredegar

ROBERTS, JOHN, Cardiff May 17 Cousins, Cardiff

ROOKES, ELIZABETH, Leamington June 1 Wheble, Leamington

SCHWABE, GUSTAV CHRISTIAN, Kensington Palace gdns July 1 Lawrence & Co, New sq

SENIOR, the Rev JOSEPH, Scarborough June 1 Scholefield, Hemsworth, Wakefield

SYLVESTER, JAMES JOSEPH, Mayfair May 14 Hicks & Co, King st, Covent garden

THOMPSON, HERBERT, Halifax May 20 Furniss & Eastwood, Bradford

VICKERY, MARY CHEASY, Hastings May 19 Challinder, Hastings

WALKER, ELIZABETH FRANCES, Waterford, Ireland May 20 Beale & Martin, Reading

WHITE, JOHN, East Retford May 29 Marshalls & Bate, East Retford

WILLIAMS, MARGARET, Carmarthen May 20 Hughes, Llandilo

London Gazette.—TUESDAY, April 27.

BADINGTON, LUCY ELIZABETH, Horncastle, Lincoln June 1 Dee, Horncastle

COLLINGE, GILES, Latchford, Chester June 8 Dobson, Warrington

CORNELL, JOHN, Cheltenham June 1 Cornell, Cheltenham

EDWARDS, MARTHA, Welshpool, Montgomery May 29 Williams & Co, Newtown

GRAY, MARY, Newcastle upon Tyne July 1 Dransfield & Elsdon, Newcastle on Tyne

HARTLEY, EUSTACE DOUGLAS, Gray's inn sq May 24 Collisson & Prichard, Bedford row

HARTLEY, JOHN, Lancaster May 29 Thompson, Lancaster

HAWORTH, RICHARD, Litherland, nr Liverpool July 1 Smith & Son, Liverpool

HAYTER, BENJAMIN, Lymington, Hants, Harness Maker May 23 Moore & Co, Lymington

HOBSON, BENJAMIN, Sheffield July 1 A Taylor & Co, Sheffield

HODGSON, Rev THOMAS EDWARD, Stockton on Tees June 7 Gandell, Bedford row

LARKIN, MICHAEL, Birkenhead, Greengrocer June 1 Reinhardt, Birkenhead

LUCKETT, JAMES, Oxford, Yeoman July 24 Wilkins & Toy, Chipping Norton

MORIARTY, EDWARD ORPEN, Sydney, New South Wales, Civil Engineer May 22 Galbraith, Victoria st, Westminster

PRATT, HENRY, Gateshead, Durham, Plumber July 1 Dransfield & Elsdon, Newcastle upon Tyne

RATHBONE, GILBERT JOHN MOOR, Sub-Lieutenant in the R. N. Sept 1 Barlow & Barlow, Fenchurch st

REID, DANIEL MCDONALD, South Woodford, Essex, Schoolmaster June 9 C & E Woodroffe, Eastcheap

ROBERTSON, WILLIAM, Faversham, Kent, Draper Tassell & Son, Faversham

SCHOLES, GEORGE, Upton Manor, Essex June 1 Cook & Ellis, Mark lane

SIDDLE, GEORGE, and ELIZABETH SIDDLE, Durham June 1 Mark & Co, Newcastle upon Tyne

THORNE, HENRY, Horsham, Surrey June 10 Wade & Eisdell, Henfield

TIPPING, WILLIAM, Brasted Park, Kent June 1 Russell & Co, New inn, Strand

WALLER, CHARLES HUDSON, Dorset st, Portman sq May 24 Caprons & Co, Savile pl, Conduit st

WYATT, JAMES DENNIS, Stoke, Devonport June 5 Rooker & Co, Plymouth

WRIGHT, FRANCIS GEORGE, Berrigan, New South Wales, Surgeon May 22 Light & Galbraith, Victoria st, Westminster

BANKRUPTCY NOTICES.

London Gazette.—FRIDAY, April 30.

RECEIVING ORDERS.

ATTERBURY, BASIL J, Copthall avue, Mining Engineer High Court Pet Sept 12 Ord April 27

BARNES, SAMUEL, Rotherham, Grocer Sheffield Pet April 28 Ord April 28

BATES, WILLIAM HENRY FENTON, Stoke upon Trent, Farmer Stoke upon Trent Pet April 27 Ord April 27

BLACK, JOHN, Fulham rd High Court Pet April 13 Ord April 26

BRAMLEY, J W & SON, Bermondsey, Builders High Court Pet April 9 Ord April 26

BREARLEY, JOSEPH, Lower Shelf, nr Halifax, Milk Dealer Halifax Pet April 27 Ord April 27

CHIDLAW, JOHN, Wrexham, Wine Merchant Wrexham Pet April 26 Ord April 26

CHRISTIAN, EARL, Leytonstone, Auctioneer High Court Pet March 17 Ord April 27

CLAYTON, FREDERICK WILLIAM, Luton, Bedford Luton Pet April 28 Ord April 28

CROSS, THOMAS, Brighton, General Agent High Court Pet April 27 Ord April 27

DAVIES, CORNELIUS, Birmingham, Traveller Birmingham Pet April 26 Ord April 26

DAWSON, RICHARD, Bayswater, Civil Service Clerk High Court Pet March 3 Ord April 26

DOVE, WILLIAM, Ilkley, York, Innkeeper Leeds Pet April 26 Ord April 26

ELLWOOD, ANTHONY JOHN, Woore, Salop, Licensed Victualler Nantwich Pet April 26 Ord April 26

FELLOWS, HENRY, Sedgley, Staffs Dudley Pet April 26 Ord April 26

FISHER, ISABELLA JANE, Newcastle on Tyne, Confectioner Newcastle on Tyne Pet April 26 Ord April 26

FOWKE, OSMOND, Dunfield, Derbys, Butcher Derby Pet April 27 Ord April 27

FOX, EGBERT, Stanton, Glos Cheltenham Pet April 26 Ord April 26

GRAY, ROBERT, Durham, Grocer Durham Pet April 9 Ord April 26

GROVES, THOMAS, Yetminster, Dorsets, Shopkeeper Yeovil Pet April 27 Ord April 27

HARES, GEORGE, Shelsley Kings, Worcs, Builder Worcester Pet April 28 Ord April 28

HARTLEY, WILLIAM, Armley, Leeds, Currier Leeds Pet April 26 Ord April 26

HEMPSTED, N, Anerley, Surrey, Financier Croydon Pet March 16 Ord April 27

JAMES, THOMAS, Llanhennock, Monmouth, Farmer Newport, Mon Pet April 27 Ord April 27

JENKINS, EVAN, Clydach, Glam, Licensed Victualler Swansea Pet April 27 Ord April 27

JUDSON, WALTER, Preston, Fancy Draper Preston Pet April 27 Ord April 27

KING, THOMAS CHARLES, Lewisham High rd, Auctioneer Greenwich Pet March 5 Ord April 27

KNIGHT, GEORGE MURRAY, Brixton hill, Tailor High Court Pet April 7 Ord April 26

LEACH, ALICE MARY, Salisbury, Wilts, Grocer Salisbury Pet April 28 Ord April 28

LEVERTON, WILLIAM, Petersmarland, Devons Barnstaple Pet April 26 Ord April 26

PEACOCK, JOHN P, Manchester, Packing Case Maker Manchester Pet April 7 Ord April 25

PENROSE, ALFRED, Leyton, Mantle Manufacturer High Court Pet April 28 Ord April 28

SHEPHERD, FRANCIS BURTON (the Rev), Margaret Roding, Essex Chelmsford Pet April 23 Ord April 23

SHIELDS, WHALLEY, Kennington, Commission Agent High Court Pet April 27 Ord April 27

SHINGLER, HARRY, Leicester, Greengrocer Leicester Pet April 26 Ord April 26

SMITH, WALTER, Scarborough Scarborough Pet April 28 Ord April 28

SPENCER, FREDERICK, Halifax, Stuff Merchant Halifax Pet April 28 Ord April 28

TETLEY, WILLIAM HARRISON, Bradford, Merchant Bradford Pet April 27 Ord April 27

THOMAS, DAVID GRIFFITH, Cardiff, Commission Agent Cardiff Pet April 26 Ord April 26

TREGONING, SAMUEL, Ludgvan, Cornwall General Dealer Truro Pet April 26 Ord April 26

WARD, JOSEPH, Ipswich, Tailor Ipswich Pet April 26 Ord April 26

WAY, FRANK SCADDING, Highgate, Upholsterer High Court Pet April 27 Ord April 27

WILLIAMS, WILLIAM, Aston juxta Birmingham Boot Dealer Birmingham Pet April 26 Ord April 26

WILLIAMS, WILLIAM, Llandilo, Toy Dealer Carmarthen Pet April 24 Ord April 24

WILSON, J H, Manafon, Montgomery, Farmer Newtown Pet April 24 Ord April 26

Amended notice substituted for that published in the London Gazette of March 19:

KIRBY, RICHARD B A, Kingston upon Hull, Auctioneer Kingston upon Hull Pet March 2 Ord March 15

Amended notice substituted for that published in the London Gazette of April 20.

QUIROLO, JOHN, Llanelly, Boot Dealer Carmarthen Pet April 15 Ord April 15

FIRST MEETINGS.

BLOOM, LOUIS ISA, Hull, Clothier May 12 at 11 Off Rec, 29, Queen st, Cardiff

BRACK, JOHN, Fulham rd May 10 at 11 Bankruptcy bldgs, Carey st

BRAMLEY, J W & SON, Bermondsey, Builders May 7 at 2.30 Bankruptcy bldgs, Carey st

BREARLEY, JOSEPH, Lower Shelf, nr Halifax, Milk Dealer May 12 at 11 Off Rec, Townhall chmbrs, Halifax

CROSMIER, ASHLEY ALBERT HENRY (deceased), Tokenhouse bldgs May 11 at 12 Bankruptcy bldgs, Carey st

DARLINGTON, JOSEPH HENRY, Mount Charles, nr St Austell, Cornwall, Butcher May 8 at 12 Off Rec, Boscawen st, Truro

DAWSON, RICHARD, Bayswater, Civil Service Clerk May 10 at 12 Bankruptcy bldgs, Carey st

DOBSON, WILLIAM, Scawton, nr Thirsk, Farmer May 10 at 11.30 Court house, Northallerton

EVANS, RICHARD E, Liverpool, House Agent May 12 at 12 Off Rec, 35, Victoria st, Liverpool

FLATAU, ALFRED, Throgmorton st May 7 at 11 Bankruptcy bldgs, Carey st

GRAY, WILLIAM EDGAR, New Broad st, Company Promoter May 7 at 11 Bankruptcy bldgs, Carey st

HARFORD, WILLIAM HENRY, Mountain Ash, Glam, Grocer May 10 at 3 65, High st, Merthyr Tydfil
HANTH, W BAGOT, Poultry May 7 at 12 Bankruptcy bldgs, Carey st
HEARD, FREDERICK CHARLES, Totnes, Coachbuilder May 7 at 11.30 10, Athenæum ter, Plymouth
HUGHES, JOHN, Glynceiriog, Denbigh May 6 at 11.30 The Priory, Wrexham
JAMES, GRIFFITH, Cardiff, Draper May 12 at 3 Off Rec, 29, Queen st, Cardiff
JOHNSON, WILLIAM, Beverley, York, Fruit Merchant May 10 at 11 Off Rec, Trinity House ln, Hull
JUBB, ARTHUR ADCOCK, Sheffield, Painter May 7 at 3 Off Rec, Figtree ln, Sheffield
KERSHAW, MARTHA ELLEN, Blackburn, Provision Dealer May 12 at 1 County Court House, Blackburn
NOBLE, JAMES ANTHONY, Leeds, Journalist May 12 at 11 Off Rec, 22, Park row, Leeds
PALMER, JOHN CHARLES, Falmouth, Fancy Dealer May 8 at 1 Off Rec, Boscawen st, Truro
PEAKER, SAMUEL, Wakefield, Grocer May 7 at 11 Off Rec, 6, Bond ter, Wakefield
PERRY, JOHN WILLIAM, Heckmondwike May 7 at 3 Off Rec, Bank chmbrs, Batley
PHILLIPS, THOMAS, Aberavon, Glam, Grocer May 11 at 12 Off Rec, 31, Alexandra rd, Swansea
PRICE, JOHN WILLIAMS, Tonypandy, Glam, Tailor May 11 at 12 65, High st, Merthyr Tydfil
PRIMROSE, WILLIAM HAYN, Felmingham, Norfolk, Farmer May 8 at 12.30 Off Rec, 8, King st, Norwich
PRYER, CHARLES, Ipswich, Grocer May 11 at 10.30 Off Rec, 36, Princes st, Ipswich
QUIROLO, John, Llanelly, Boot Dealer May 8 at 12 Off Rec, 4, Bueen st, Carmarthen
ROGERS, ALBERT HENRY, Warwick, Grocer May 10 at 12.30 Off Rec, 17, Hertford st, Coventry
ROLLINS, RICHARD SHEPPARD, Warsop, Farmer May 8 at 12 Off Rec, St Peter's Church walk, Nottingham
ROSSITER, HARRY, Clifton, Bristol, Builder May 12 at 12 Off Rec, Bank chmbrs, Corn st, Bristol
SHINGLER, HARRY, Leicester, Greengrocer May 7 at 12.30 Off Rec, 1, Berridge st, Leicester
SMITH, WILLIAM GOSTLING, Sherwood, Notts, Grocer May 8 at 11 Off Rec, St Peter's Church walk, Nottingham
SPENCER, FREDERICK, Halifax, Stuff Merchant May 12 at 11.30 Off Rec, Townhall chmbrs, Halifax
SQUARE, SAMUEL SHATH, Thurlestone, Devon, Farmer May 7 at 3 10, Athenæum ter, Plymouth
STOREY, J, Greenwich, Licensed Victualler May 7 at 12.30 24, Railway app, London Bridge
SYMONS, EDWARD BOULTON, Pontycymmer, Glam, Grocer May 11 at 11 Off Rec, 29, Queen st, Cardiff
THOMAS, HERBERT FISHER, Milford Haven, Pembroke, Sailmaker May 8 at 11 Off Rec, 4, Queen st, Carmarthen
THOMAS, RICHARD, Chester, Estate Agent May 7 at 2.30 Crypt chmbrs, Eastgate row, Chester
THOMAS, WILLIAM HENRY, Bermondsey, Butcher May 7 at 2 30 Bankruptcy bldgs, Carey st
TOZER, CHARLES JOHN, Plymouth, Builder May 7 at 11 10, Athenæum ter, Plymouth
WARD, JOSEPH, Ipswich, Tailor May 11 at 11 Off Rec, 36, Princes st, Ipswich
WARDEN, E I P, Hadover sq May 7 at 11 Bankruptcy bldgs, Carey st
WESTHORP, GEORGE, Felixstowe, Fishmonger May 11 at 10.15 Off Rec, 36, Princes st, Ipswich

ADJUDICATIONS.

BARNES, SAMUEL, Rotherham, Grocer Sheffield Pet April 28 Ord April 28
BATES, WILLIAM HENRY FENTON, Stoke upon Trent, Farmer Stoke upon Trent Pet April 27 Ord April 27
BEARDLEY, JOSEPH, Lower Shelf, nr Halifax, Milk Dealer Halifax Pet April 27 Ord April 27
BROOKS, FREDERICK JOHN, Tottenham, Provision Dealer Edmonton Pet March 26 Ord April 21
CHAPMAN, FREDERICK, Wainfleet All Saints, Lincs, Grocer Boston Pet April 10 Ord April 28
CHIDLAW, JOHN, Wrexham, Wine Merchant Wrexham Pet April 26 Ord April 26
DAVIES, CORNELIUS, Birmingham, Traveller Birmingham Pet April 26 Ord April 26
DOVE, WILLIAM, Ilkley, York, Innkeeper Leeds Pet April 26 Ord April 26
EVANS, RICHARD E, Liverpool, House Agent Liverpool Pet March 25 Ord April 28
FELLOWS, HENRY, Sedgley, Staffs, Ironworker Dudley Pet April 26 Ord April 26
FISHER, ISABELLA JANE, Newcastle on Tyne, Confectioner Newcastle on Tyne Pet April 26 Ord April 26
FORREST, WILLIAM, Aston, nr Birmingham, Butcher Birmingham Pet April 15 Ord April 28
FORY, JOHN WESLEY, Old Trafford, Manchester, Jeweller Manchester Pet April 6 Ord April 28
FOWKE, ORMOND, Duffield, Derbys, Butcher Derby Pet April 26 Ord April 27
GIBBS, FRANCIS WILLIAM, Northampton, Shoe Manufacturer Northampton Pet April 2 Ord April 24
GROVES, THOMAS, Yetminster, Dorset, Shopkeeper Yeovil Pet April 27 Ord April 27
HALL, WILLIAM SMALLWOOD, Hulme, Manchester, Provision Dealer Salford Pet April 1 Ord April 27
HARRS, GEORGE, Shelsley Kings, Worcs, Builder Worcester Pet April 28 Ord April 28
HARRIS, SAMUEL, Liverpool, Grocer Liverpool Pet April 23 Ord April 28
HARTLEY, WILLIAM, Armley, Leeds, Currier Leeds Pet April 26 Ord April 26
JAMES, THOMAS, Llanhennock, Monmouth, Farmer Newport, Mon Pet April 27 Ord April 27
JENKINS, EVANS, Clydach, Glam, Licensed Victualler Swansea Pet April 27 Ord April 27
JUBB, ARTHUR ADCOCK, Sheffield, Painter Sheffield Pet Oct 22 Ord April 26
JUDSON, WALTER, Preston, Fancy Draper Preston Pet April 27 Ord April 27
LEACH, ALICE MARY, Salisbury, Wilts, Grocer Salisbury Pet April 26 Ord April 26
LEVERTON, WILLIAM, Petermarland, Devons Barnstaple Pet April 14 Ord April 28
MILLER, GEORGE, Gt Yarmouth, Tobacconist Gt Yarmouth Pet March 22 Ord April 12
PENROSE, ALFRED, Leyton, Mantle Manufacturer High Court Pet April 26 Ord April 28
SHIELDS, WHALLEY, Kennington, Commission Agent High Court Pet April 27 Ord April 27
SHINGLER, HARRY, Leicester, Greengrocer Leicester Pet April 26 Ord April 26
SMITH, WALTER, Scarborough, House Painter Scarborough Pet April 28 Ord April 28
SPENCER, FREDERICK, Akroydon, Halifax, Stuff Merchant Halifax Pet April 26 Ord April 28
SWAIN, MARY MILLIGAN ELIZABETH DIXWOODIE, Bare, nr Lancaster Preston Pet April 13 Ord April 28
TETLEY, WILLIAM HARRISON, Bradford, Merchant Bradford Pet April 24 Ord April 27
THOMAS, DAVID GRIFFITH, Cardiff, Commission Agent Cardiff Pet April 24 Ord April 26
TREGONING, SAMUEL, jun, Ludgvan, Cornwall, General Dealer Truro Pet April 26 Ord April 26
WAY, FRANK SCADDING, Highgate, Upholsterer High Court Pet April 27 Ord April 27
WELLS, ROBERT HEWITT, Liverpool, Wine Merchant Liverpool Pet April 5 Ord April 28
WILLIAMS, THOMAS, Aston New Town, Warwicks, Boot Dealer Birmingham Pet April 26 Ord April 26
WILLIAMS, WILLIAM, Llandilo, Toy Dealer Carmarthen Pet April 24 Ord April 24
WILSON, GEORGE, Stannington, Yorks Sheffield Pet Feb 24 Ord April 26

Amended notice substituted for that published in the London Gazette of April 20:

QUIROLO, JOHN, Llanelly, Boot Dealer Carmarthen Pet April 15 Ord April 15

London Gazette.—TUESDAY, May 4.

RECEIVING ORDERS.

BAMBER, JOHN, Wigan, Draper Wigan Pet April 29 Ord April 29
BLANCHARD, CHARLES NATHANIEL, Burgess Hill, Sussex, Printer Brighton Pet April 29 Ord April 29
BOYER, HERBERT HENRY, Fulham High Court Pet May 1 Ord May 1
BROWN, HENRY HORATIO, Derby, Bank Clerk Derby Pet April 2 Ord May 1
COLEMAN, THOMAS, Saffron Walden, Essex, Nurseryman Cambridge Pet April 13 Ord April 30
CROSSLEY, FRED, Halifax Halifax Pet April 30 Ord April 30
CROSSLEY, SAMUEL BERRIDGE, Stapleford, Notts, Fruit Salesman Nottingham Pet April 30 Ord April 30
DAVIES, HAROLD, Cardiff Cardiff Pet April 9 Ord April 28
DEAN, JOSEPH WOOD, and EDWIN CHARLES ANDREW, Manchester, Commission Agents Manchester Pet April 30 Ord April 30
DOIG, ELIZABETH, Brixton, Baker High Court Pet April 30 Ord April 30
DOUBELL, HENRY GEORGE, Stockwell, Builder High Court Pet March 18 Ord April 30
DRAKE, F, Fulham High Court Pet April 8 Ord April 30
GIBSON, JOHN, Bourne, Lincs, Corn Merchant Peterborough Pet April 30 Ord April 30
GRESTY, JOSEPH, Preston Montford, nr Shrewsbury, Farmer Shrewsbury Pet March 10 Ord March 30
HALL, CHARLES WEAVERS, Battersea, Plumber Wandsworth Pet April 29 Ord April 29
HARE, ARTHUR FREDERICK, Wolverhampton, Dentist's Assistant Wolverhampton Pet April 29 Ord April 29
HIBBARD, FREDERICK, Sheffield, Pig Dealer Sheffield Pet April 30 Ord April 30
HILL, ANDREW, West Hartlepool, Boiler Smith Sunderland Pet April 30 Ord April 30
HILL, JOSIAH, Cardiff, Auctioneer Pontypridd Pet April 29 Ord April 29
JENNINGS, JOHN WILLIAM, Leeds Leeds Pet April 29 Ord April 29
JOHNSON, J OLIVER, Kensington High Court Pet April 12 Ord May 1
JONES, DANIEL, Finsbury Park, Solicitor High Court Pet April 26 Ord April 30
LEWIS, FANNY ELIZABETH, Stourport, Grocer Kidderminster Pet April 29 Ord April 29
MAUNDRELL, FRANCIS HENRY, Cliffe Pypard, Wilts, Farmer Swindon Pet April 29 Ord April 29
MERCER, JOHN, jun, Walmer, Kent, Manservant Canterbury Pet April 28 Ord April 28
MOORE, HENRY WILLIAM, Ford, Devon Plymouth Pet May 1 Ord May 1
PETTY, WILLIAM NEWMAN, West Wellow, Hants, Builder Southampton Pet May 1 Ord May 1
PILKINGTON, WILFRED ERNEST, Bolton Bolton Pet April 29 Ord April 29
PYNN, WILLIAM, sen, Wednesbury, Staffs, Builder Walsall Pet April 30 Ord April 30
RAATZ, WALTER, Swansea, Furniture Dealer Swansea Pet Nov 23 Ord Dec 15
RENSHAW, THOMAS, Sale, Chester, Butcher Manchester Pet April 30 Ord April 30
RICKARD, JOHN, and NOEL GRAHAM WHITFIELD, Newport, Mon Newport, Mon Pet May 1 Ord May 1
RUFFIN, AUGUSTE NAPOLEON, Torrington sq, Manufacturer High Court Pet April 29 Ord April 29
SHARP, ROBERT, Norton, nr Stockton on Tees, Fruiterer Stockton on Tees Pet April 29 Ord April 29
SPRAGGS & THOMAS, West Brompton, Coal Merchants, High Court Pet March 19 Ord April 29
STOCKILL, THOMAS, Sedgfield, Durham, Farmer Stockton on Tees Pet April 28 Ord April 28
THOMAS, EVAN, Nantymoel, Glam, Painter Cardiff Pet April 30 Ord May 1
WARREN, MARY ANN, Wellingborough, Confectioner Northampton Pet April 29 Ord April 29
WELLER, W HAMILTON, Fenchurch st High Court Pet April 8 Ord April 29
WOOD, EBENEZER EDWIN, New Cross, Builder High Court Pet April 9 Ord April 29
WYATT, WALTER, Plymstock, Devon, Farmer Plymouth Pet May 1 Ord May 1

FIRST MEETINGS.

ANDREWS, ALBERT, Leicester, Boot Manufacturer May 12 at 3 Off Rec, 1, Berridge st, Leicester
ATTERBURY, BASIL, Copthall avenue, Mining Engineer May 13 at 2.30 Bankruptcy bldgs, Carey st
BAMBER, JOHN, Wigan, Draper May 13 at 10.45 Court house, King st, Wigan
BEALE, WILLIAM, Battersea May 13 at 12.30 24, Railway sq, London Bridge
BRADBURNE, THOMAS, and SAMUEL BRADBURNE, Wolverton, Warwicks, Farmers May 14 at 11 23, Colmore row, Birmingham
BROOKS, FREDERICK JOHN, Edmonton, Provision Dealer May 13 at 3 Off Rec, 95, Temple chmbrs, Temple avenue
CATCHPOWLE, THOMAS, Birmingham, Baker May 11 at 11 23, Colmore row, Birmingham
CHRISTIAN, EAST, Leytonstone, Auctioneer May 13 at 11 Bankruptcy bldgs, Carey st
COLES, GEORGE MILES, Boscombe, Hants, Cook May 11 at 1 Off Rec, Salisbury
COLES, THOMAS JOHN, Handsworth, Builder May 12 at 11 23, Colmore row, Birmingham
CROSS, THOMAS, Brighton, General Agent May 13 at 1 Bankruptcy bldgs, Carey st
CROSSLEY, FRED, Halifax May 12 at 12 Off Rec, Townhall chmbrs, Halifax
DAVIES, CORNELIUS, Sparkbrook, Birmingham, Traveller May 13 at 11 23, Colmore row, Birmingham
FOWKE, ORMOND, Duffield, Derbys, Butcher May 11 at 3 Off Rec, 40, St Mary's gate, Derby
HALL, WILLIAM SMALLWOOD, Moss Side, nr Manchester, Provision Dealer May 12 at 3 Off Rec, Byrom st, Manchester
HARRS, GEORGE, Shelsley Kings, Worcesters, Builder May 13 at 11.30 Off Rec, 45, Copenhagen st, Worcester
JOHNSON, J OLIVER, Kensington May 13 at 12 Bankruptcy bldgs, Carey st
LEGG, HENRY, Boscombe, Hants, Builder May 14 at 12.30 Off Rec, Salisbury
LEVERTON, WILLIAM, Merton, Devon May 13 at 1 15 King's Arms Hotel, Barnstaple
MERCER, JOHN, jun, Walmer, Kent, Manservant May 13 at 9 Off Rec, 73, Castle st, Canterbury
PALMER, CORNELIUS GEORGE, Berrow, Somersets, Farmer May 11 at 2 Mr Tamlyn, High st, Bridgwater
PHILPOTT, JOHN, Llanelly May 12 at 3 Off Rec, 4, Queen st, Carmarthen
PILKINGTON, WILFRED ERNEST, Bolton May 13 at 3 16, Wood st, Bolton
SMITH, EDMUND, Sheffield, Painter May 11 at 2.30 Off Rec, Figtree lane, Sheffield
TETLEY, WILLIAM HARRISON, Bradford May 12 at 11 Off Rec, 31, Manor row, Bradford
TREGONING, SAMUEL, Ludgvan, Cornwall, General Dealer May 12 at 11.30 Off Rec, Boscawen st, Truro
TREMEWAN, FREDERICK ARTHUR, Perranzabuloe, Cornwall Grocer May 12 at 12 Off Rec, Boscawen st, Truro
WARREHAM, WILLIAM, Parkstone, Dorsets, Gardener May 11 at 1.30 Off Rec, Salisbury
WAY, FRANK SCADDING, Highgate, Upholsterer May 12 at 2.30 Bankruptcy bldgs, Carey st
WELCH, FRED, Harrow May 13 at 2.30 Bankruptcy bldgs, Carey st
WHITE, JOSEPH, Finsbury Pk, Outfitter May 12 at 12 Bankruptcy bldgs, Carey st
WILLIAMS, THOMAS, Aston juxta Birmingham, Boot Dealer May 14 at 12 23, Colmore row, Birmingham
WILLIAMS, WILLIAM, Llandilo, Carmarthens, Toy Dealer May 12 at 3.30 Off Rec, 4, Queen st, Carmarthen
WILLSON, GEORGE HENRY, Colchester, Travelling Draper May 24 at 11 Cups Hotel, Colchester
WILSON, SAMUEL, St Helen's, Lancs, Chemist May 12 at 3 Off Rec, 35, Victoria st, Liverpool

ADJUDICATIONS.

BAMBER, JOHN, Wigan, Draper Wigan Pet April 29 Ord April 29
BARNETT, H F, Ramsgate, Solicitor Canterbury Pet June 26 Ord April 30
BEALE, WILLIAM, Battersea Wandsworth Pet March 31 Ord April 29
BOYER, HERBERT HENRY, Fulham High Court Pet May 1 Ord May 1
CHRISTIAN, EAST, Leytonstone, Auctioneer High Court Pet March 17 Ord April 26
CROSSLEY, FRED, Halifax Halifax Pet April 30 Ord April 30
CROSSLEY, SAMUEL BERRIDGE, Stapleford, Notts, Fruit Salesman Nottingham Pet April 30 Ord April 30
DAVIES, HAROLD, Cardiff Cardiff Pet April 9 Ord April 30
DEAN, JOSEPH WOOD, and EDWIN CHARLES ANDREW, Manchester, Commission Agents Manchester Pet April 30 Ord April 30
DOIG, ELIZABETH, Brixton, Baker High Court Pet April 30 Ord April 30
ELTON, WILLIAM, Cardiff, Merchant Cardiff Pet Feb 8 Ord April 27
FORD, H, Wandsworth, Builder Wandsworth Pet March 29 Ord April 29
GIBSON, JOAN, Bourne, Lincs, Corn Merchant Peterborough Pet April 22 Ord April 30
HIBBARD, FREDERICK, Sheffield, Pig Dealer Sheffield Pet April 30 Ord April 30
HILL, ANDREW, West Hartlepool, Boilersmith Sunderland Pet April 29 Ord April 30
HILL, JOSIAH, Cardiff, Furniture Dealer Pontypridd Pet April 29 Ord April 29
JENNINGS, JOHN WILLIAM, Leeds Leeds Pet April 29 Ord April 29
LESTER, MARY ANN, Dover, Saddler Canterbury Pet April 1 Ord April 30
LEWIS, FANNY ELIZABETH, Stourport, Grocer Kidderminster Pet April 29 Ord April 29
MAUNDRELL, FRANCIS HENRY, Cliffe Pypard, Wilts, Farmer Swindon Pet April 29 Ord April 29
MERCER, JOHN, jun, Walmer, Kent, Manservant Canterbury Pet April 27 Ord April 28
MOORE, HENRY WILLIAM, Ford, Devon Plymouth Pet May 1 Ord May 1
NEIL, CHARLES LANG, Chancery lane, Journalist High Court Pet March 18 Ord May 1

PETTY, WILLIAM NEWMAN, West Wellow, Hants, Builder Southampton Pet May 1 Ord May 1
PHILPOTT, JOHN, Llanelly, Publican Carmarthen Pet April 22 Ord May 1
PILKINGTON, WILFRED ERNEST, Bolton Bolton Pet April 29 Ord April 29
PRICE, EDWARD MATTHEW, Holyport, nr Maidenhead, Schoolmaster High Court Pet Feb 9 Ord April 29
PRICE, JOHN WILLIAMS, Tonypandy, Glam, Tailor Pontypridd Pet April 5 Ord April 15
PYNE, WILLIAM, sen, Wednesbury, Staffs, Builder Walsall Pet April 30 Ord April 30
RENSHAW, THOMAS, Sale, Chester, Butcher Manchester Pet April 30 Ord April 30
ROSE, SIDNEY ARTHUR, Shaftesbury avenue, Merchant High Court Pet March 26 Ord May 1
RUFFIN, AUGUSTE NAPOLEON, Tottenham Ct rd, Manufacturer High Court Pet April 29 Ord April 29
SHARP, ROBERT, Norton, nr Stockton on Tees, Fruiterer Stockton on Tees Pet April 29 Ord April 29
STOCKILL, THOMAS, Sedgefield, Durham, Farmer Stockton on Tees Pet April 26 Ord April 26
THOMAS, EVAN, Nantymoel, Glam, Painter Cardiff Pet April 30 Ord May 1
WARD, JOSEPH, Ipswich, Tailor Ipswich Pet April 26 Ord April 26
WARREN, MARY ANN, Wellingborough, Confectioner Northampton Pet April 26 Ord April 29
WOOD, EBENEZER EDWIN, New Cross, Builder High Court Pet April 9 Ord May 1
WYATT, WALTER, Plymstock, Devon, Farmer Plymouth Pet April 30 Ord May 1

ADJUDICATION ANNULLED.

LEWIS, ARTHUR WELLESLEY NOYES, Camden st, Camden Town, Yacht Builder Poole Adjud July 1, 1895 Annul April 12

A REAL BOON OFFERED FREE.

The marksman, the cricketer, the oarsman, the cyclist, the footballer—all join in praising the wonderful food beverage, Dr. Tibbles' Vi-Cocoa. Mr. L. Castleton, 15, King George-street, Greenwich, London, S.E., says:—"I have been for years a martyr to a very bad form of headache, which attacked me nearly every day, sometimes quite prostrating me. I was advised to give up drinking tea entirely, and take cocoa as a beverage. I decided to try Dr. Tibbles' Vi-Cocoa, which I commenced taking some two months ago, and I am glad to say that since then I have been quite free from my dread enemy, headache. I feel confident that this result was brought about by Dr. Tibbles' Vi-Cocoa, for I have tried numerous remedies without success. I find nothing picks me up so quickly as a cup of Dr. Tibbles' Vi-Cocoa after I have had a stiff day's work in school. I shall be glad to testify personally to anyone what a real boon this excellent beverage has proved to me."

Merit, and merit alone, is what we claim for Dr. Tibbles' Vi-Cocoa, and we are prepared to send to any reader who names THE SOLICITORS' JOURNAL (a post-card will do) a dainty sample tin of Dr. Tibbles' Vi-Cocoa free and post-paid. There is no magic in all this. It is a plain, honest, straightforward offer. It is done to introduce the merits of Vi-Cocoa into every home. Dr. Tibbles' Vi-Cocoa, as a concentrated form of nourishment and vitality, is invaluable; nay, more than this, for to all who wish to face the strife and battle of life with greater endurance and more sustained exertion, it is absolutely indispensable.

Dr. Tibbles' Vi-Cocoa is made up in 6d. packets, and 9d. and 1s. 6d. tins. It can be obtained from all chemists, grocers, and stores, or from Dr. Tibbles' Vi-Cocoa, Limited, Suffolk House, Cannon-street, London, E.C.

LONDON GAZETTE (published by authority) and LONDON and COUNTRY ADVERTISEMENT OFFICE.—No. 117, CHANCERY LANE, FLEET STREET.

HENRY GREEN, Advertisement Agent, begs to direct the attention of the Legal Profession to the advantages of his long experience of upwards of fifty years, in the special insertion of all pro forma notices, &c., and hereby solicits their continued support.—N.B. Forms, Gratis, for Statutory Notices to Creditors and Dissolutions of Partnership, with necessary Declaration. Official stamps for advertisements and file of "London Gazette" kept. By appointment.

M. W. EDGLEY, 40 & 41, Fleet-st.
AMERICAN ROLL TOP DESKS.
M. W. Edgley, 40 & 41, Fleet-st.
AMERICAN ROLL TOP DESKS.
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AMERICAN ROLL TOP DESKS.
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EDE AND SON,
ROBE MAKERS.
BY SPECIAL APPOINTMENT
To Her Majesty, the Lord Chancellor, the Whole of the Judicial Bench, Corporation of London, &c.
ROBES FOR QUEEN'S COUNSEL AND BARRISTERS.
SOLICITORS' GOWNS.
Law Wigs and Gowns for Registrars, Town Clerks, and Clerks of the Peace.
Corporation Robes, University and Clergy Gowns
ESTABLISHED 1689.
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MAPLE & CO
FURNITURE
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OFFICES
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MAPLE & CO. FIT UP OFFICES, Board Rooms, and Committee Rooms for Banking, Insurance and Railway Companies, Societies, and Private Firms, and being manufacturers on a very large scale are able to carry out all such orders in the most expeditious manner, as well as at the smallest cost consistent with good materials and workmanship. Estimates free.
Tottenham Court-road, London, W.

PATENTS and TRADE-MARKS.
W. P. THOMPSON & CO.,
322, High Holborn, W.C.
(and at LIVERPOOL, MANCHESTER, and BIRMINGHAM),
LONDON and INTERNATIONAL AGENTS of Provincial and Foreign SOLICITORS in PATENT matters.
Representatives in all Capitals.

PATENTS.—Mr. F. W. GOLBY, A.I.M.E., M.S.A., Patent Agent (late of H.M. Patent Office), 36, Chancery-lane, London, W.C. Letters Patent obtained and Registration effected in all parts of the World. Oppositions conducted. Opinions and Searches as to novelty.

THEATRES.

ADELPHI.
Sole Proprietors and Managers, A. and S. Gatti.
THIS EVENING, at 9.0, BLACK-EY'D SUSAN: Mr. William Terriss and Miss Millward; Mr. J. D. Beveridge, Mr. Charles Fulton, Mr. Luigi Lablache, Mr. Oscar Adye, Mr. Harry Nicholls, &c.; Miss Kate Kearney, Miss Margaret Halston, Miss Vane Featherston. Preceded, at 7.45, by ALL THAT GLITTERS IS NOT GOLD.

HAYMARKET.
At 8.30, UNDER THE RED ROBE: Mr. Cyril Maude, Mr. Herbert Waring, Mr. Sydney Valentine, Mr. Bernard Gould, Mr. Holman Clark, Mr. Hamilton Revelle, Mr. J. L. Mackay, Mr. Dawson Milward, Mr. C. Blakiston, Mr. G. Barker, Mr. A. Mayer, Mr. L. Victor, Mr. Smith, Mr. M. Brown, Mr. Lister, Mr. Welch, Mr. Thorne; Miss Fanny Coleman, Miss Eva Moore, Miss Halkett, Miss Saker, and Miss Winifred Emery.

PRINCE OF WALES'.
THIS AFTERNOON, at 3.0, A PIERROT'S LIFE: Mdlle. Felicia Mallett, Miss Elias Dee, Mdlle. Litini, Jacquinet, and Signor Rossi. Followed by Mr. GEORGE GROSSMITH.
THIS EVENING, at 8.15, LA POUPEE: Messrs. Courtice Pounds, Norman Salmond, Charles Wibrow, Eric Thorne, W. Cheesman, Deane, Dixon, and Willie Edouin; Mesdames Elias Dee, Stella Gastella, Mills, Wells, Irving, and Alice Faviar.

SAVOY.
Proprietor and Manager, R. D'Oyly Carte.
THIS EVENING, at 8.25, THE YEOMAN OF THE GUARD: Messrs. Walter Passmore, Henry A. Lytton, R. Temple, Scott Russell, Jones Hewson, and Charles Kenningham; Mesdames Ilka Palmay, Florence Perry, and Rosina Brandram.

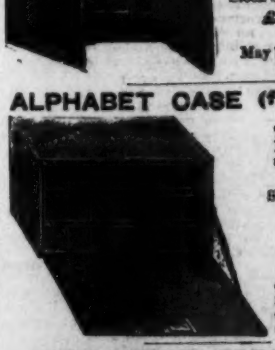
VAUDEVILLE.
At 9.0, A NIGHT OUT. At 8.15, ROUND A TREE: Messrs. George Giddens, Chas. Sugden, W. Wyes, G. Grossmith, jun., J. Carne, Neville Doone, G. Danby, Cairns James, H. Peters; Mesdames Fattie Browne, E. Phelps, Maud Hobson, Sibyl Grey, and Phyllis Broughton.

SAVE 50 TO 75 PER CENT.
By Buying Direct from the Manufacturers,
THE DEED BOX SUPPLY COMPANY,
29, TEMPLE ST., WOLVERHAMPTON
HUNDREDS OF TESTIMONIALS.
Two Recent Ones.
March 21, 1896.—From Messrs. Poole & Robinson, 15, Union-court, Old Broad-street, London, E.C.
Dear Sir,—We are very pleased with the Deed Boxes which you recently supplied to us, and now inclose cheque for £36 6s. 6d., the amount of your account for same, which kindly receipt and return in due course. We shall be happy to recommend your company to any of our friends who may require Deed Boxes. Yours faithfully, POOLE & ROBINSON.
The Manager, The Deed Box Supply Company, Back of 36, Temple-street, Wolverhampton.
March 23, 1896.—From Mr. H. D. Booth, 62, Lincoln's-inn-fields, London, W.C.
Dear Sirs,—I have received the fifteen Deed Boxes which you have made for me, and with which I am very pleased. Yours truly, H. D. BOOTH.
The Deed Box Supply Company.

Set of best tinned steel fall-front Deed Boxes, 20 by 14 by 14, with strong iron stand and brass knobs and chain.
Locks are the best lever that can be made, each lock to differ, and one master key to pass the lot.
COMPARTMENTS:
1 box with 4
1 ,, ,, 3
1 ,, ,, 2
,, without.
Packed in case and sent carriage paid as drawing for
£8 10s. 0d.
Ditto, with 8 Boxes, £6 10s. 0d.
Ditto, with 12 Boxes, £9 10s. 0d.
Ditto, with 16 Boxes, £12 0s. 0d.
Ditto, with 20 Boxes, £15 0s. 0d.

ALPHABET CASE (2 doors).

Made of Best Tinned Steel, with Best Lever Spring Lock and 2 Keys.
Stock Size, 20 by 17 by 14.
£6 10s. 0d.
May be made any size to Order.

ALPHABET CASE (fall front).

Made of Best Tinned Steel, Best Lever Spring Lock, and Two Keys.
Stock Size, 20 by 17 by 14.
£2 5s. 0d.
Made any size to order to fit in recesses or on top of mantelpiece, &c., &c.

JUDICATURE FORM CASE.

24 COMPARTMENTS.
19 long by 14½ wide by 15 deep.
£1 10s. 0d.
12 COMPARTMENTS.
9½ long by 14½ wide by 15 deep.
£1 0s 0d.

SPECIAL LINES IN BALLOT BOXES.
REGISTERED FOLDING VOTING SCREENS.
All kinds of Boxes made and Strong Rooms Fitted.
Any of our Boxes not approved of money returned.
We are appointing agents in every Town, and shall be pleased to receive applications from responsible men calling on Solicitors Accountants &c.

CITY FREEHOLD.—Within a few paces of Great Tower-street, and near Mark-lane Station (Metropolitan and District Railways); until Michaelmas last let on lease at £120 per annum.—By order of the Devisee.—Messrs.

DEBENHAM, TEWSON, FARMER, & BRIDGEWATER

will SELL, at the MART, on TUESDAY, MAY 11, at TWO, the FREEHOLD BUSINESS or OFFICE PREMISES, No. 22, Water-lane, Great Tower-street, having a capital frontage of about 26ft., and comprising ground floor, basement, and three upper floors. The ground floor and basement are now let on a tenancy determinable by three months' notice at a rent of £50; the remainder is in hand. Early possession may be obtained for re-letting or for occupation.

Particulars of Messrs. John Taylor & Son, Solicitors, 14, Great James-street, Bedford-row; of Mr. R. J. Suter, Surveyor, 6, Eastcombe-terrace, Charlton-road, Blackheath and of the Auctioneers, 80, Cheapside.

CITY OF LONDON (on the borders of).—Sound Leasehold Investment, producing £115 per annum net.—Messrs.

DEBENHAM, TEWSON, FARMER, & BRIDGEWATER,

will SELL, at the MART, on TUESDAY, MAY 18, at TWO, the substantial modern BUSINESS PREMISES, known as No. 90, Chiswell-street, occupying a good position one door from Finsbury-street and within a few yards of Finsbury-pavement, having a frontage of about 20ft., comprising ground floor, basement, and four exceptionally well lighted upper floors. Leased for seven, 14, or 21 years from Christmas, 1895, at £170 per annum. Held direct from the Ecclesiastical Commissioners for an unexpired term of about 75 years at a ground-rent of £55 per annum.

Particulars of Messrs. Snow, Snow, & Fox, Solicitors, 7, Great St. Thomas Apostle; and of the Auctioneers, 80, Cheapside.

CITY OF LONDON (on the borders of).—Important Freehold Premises, leased at £325, rising to £350 per annum, affording an investment of the highest class.—Messrs.

DEBENHAM, TEWSON, FARMER, & BRIDGEWATER

will SELL, at the MART, on TUESDAY, MAY 18, at TWO, the commanding FREEHOLD PREMISES, Nos. 89 and 90, Milton-street, situate at the corner of Broad Arrow-court, comprising ground floor, basement, and four spacious upper floors. Leased for seven, 14, or 21 years from Lady Day, 1895, at a rental of £325 per annum for the first seven years, and £350 per annum for the remainder of the term.

Particulars of Messrs. Hill, Son, & Rickards, Solicitors, 40, Old Broad-street, E.C.; and of the Auctioneers, 80, Cheapside.

CITY OF LONDON.—Excellent Warehouse Premises, let on lease at £550, rising to £800 per annum.—Messrs.

DEBENHAM, TEWSON, FARMER, & BRIDGEWATER

will SELL, at the MART, on TUESDAY, MAY 18, at TWO, the important LEASEHOLD PREMISES, known as No. 44, Basinghall-street, leased for a term of seven, 14, or 18 years from Christmas, 1893, at the very moderate rent of £550 per annum for the first three years, and £600 per annum for the remainder of the term. Held direct from the Painters' Company for about 68 years unexpired.

Particulars of Messrs. Hill, Son, & Rickards, Solicitors, 40, Old Broad-street; and of the Auctioneers, 80, Cheapside.

CITY of LONDON and SYDENHAM.—By order of the Representatives of W. H. Dawson, Esq., deceased.—Valuable Leasehold Properties, comprising business premises, blocks of offices, and private residences, having a rent-roll of upwards of £2,500 per annum, all held for long unexpired terms at moderate ground-rents. Also Leasehold Ground-rents amounting to £16 per annum, arising from two private houses in Longton-grove, Sydenham.—Messrs.

DEBENHAM, TEWSON, FARMER, & BRIDGEWATER

will SELL, at the MART, on THURSDAY, JUNE 3, at TWO, in Lots, the following LEASEHOLDS:

Lot 1.—An important Block of Office Premises, No. 26, Martin's-lane, Cannon-street, comprising ground floor, basement, and three upper floors, let on leases and yearly tenancies at rentals amounting to, per annum £901 10 0

Lot 2.—St. Dunstan's-house, Cross-lane, Great Tower-street, a compact block of Office Premises, let on leases and yearly tenancies at rentals amounting to, per annum... ... ... 740 0 0

Lot 3.—The excellent Business Premises, Nos. 11 and 13, St. Bride-street, at the corner of Poppin's-court, in the centre of the printing and publishing trades, let on lease at, per annum .. 500 0 0

Lot 4.—The detached Residence, No. 56, Longton-grove, Sydenham, let on lease at, per annum 90 0 0

Lots 5, 6, and 7.—Nos. 64, 66, and 68, Longton-grove, let and estimated to produce, per annum 270 0 0

Lots 8 and 9.—Nos. 2 and 4, Longton-avenue, let yearly and producing together, per annum ... 100 0 0

Total per annum £3,501 10 0

Lot 10.—Leasehold Ground-rents amounting to £16 per annum, secured upon Nos. 60 and 62, Longton-grove, Sydenham.

Particulars of Messrs. Leslie & Hardy, Solicitors, 17, Bedford-row, W.C.; and of the Auctioneers, 80, Cheapside

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SALES BY AUCTION FOR THE YEAR 1897.

MESSRS.

DEBENHAM, TEWSON, FARMER, & BRIDGEWATER

beg to announce that their SALES of ESTATES, Investments, Town, Suburban, and Country Houses, Business Premises, Building Land, Ground-Rents, Advowsons, Reversions, Stocks, Shares, and other Properties will be held at the AUCTION MART, Tokenhouse-yard, near the Bank of England, in the City of London, as follows:—

Tuesday, May 11	Tuesday, July 27
Tuesday, May 18	Tuesday, August 3
Tuesday, May 25	Tuesday, August 10
Thursday, May 27	Tuesday, August 17
Tuesday, June 1	Tuesday, October 12
Tuesday, June 15	Tuesday, October 26
Tuesday, June 22	Tuesday, November 2
Tuesday, June 29	Tuesday, November 16
Tuesday, July 6	Tuesday, November 23
Tuesday, July 13	Tuesday, December 7
Tuesday, July 20	

By arrangement, auctions can also be held on other days, in town or country. Messrs. Debenham, Tewson, Farmer, & Bridgewater undertake Sales and Valuations for Probate and other purposes, of Furniture, Pictures, Farming Stock, Timber, &c.

DETAILED LISTS OF INVESTMENTS, Estates, Sporting Quarters, Residences, Shops, and Business Premises to be Let or Sold by private contract are published on the 1st of each month, and can be obtained of Messrs. Debenham, Tewson, Farmer, & Bridgewater, Estate Agents, Surveyors, and Valuers, 80, Cheapside, London, E.C. Telephone No. 1,503.

PERIODICAL SALES.

ESTABLISHED 1843.

MESSRS. H. E. FOSTER & CRANFIELD (successors to Marsh, Milner, & Co.) conduct PERIODICAL SALES on the FIRST and THIRD THURSDAYS in each month throughout the year, at the MART, Tokenhouse-yard, E.C., of

REVERSIONS (Absolute and Contingent),
LIFE INTERESTS and ANNUITIES,
LIFE POLICIES,
Shares and Debentures,
Mortgage Debts and Bonds, and
Kindred Interests.

Sales of Estates, Town and Country Houses, Building Land, Investments, Ground Rents, Business Premises, &c., will also be held on the THIRD WEDNESDAY in every month. Dates for 1897:—

May 19	July 1	Aug. 19	Oct. 20	Dec. 2
May 20	July 15	Sept. 2	Oct. 21	Dec. 15
June 3	July 21	Sept. 15	Nov. 4	Dec. 16
June 16	Aug. 5	Sept. 16	Nov. 17	
June 17	Aug. 18	Oct. 7	Nov. 18	

Offices, 6, Poultry, London, E.C. Telephone No. 1999.

MESSRS. STIMSON & SONS,

Auctioneers, Surveyors, and Valuers,
Land, House, and Estate Agents,
MOORGATE STREET, BANK, E.C.,
AND
2, NEW KENT ROAD, S.E.
(Opposite the Elephant and Castle).

AUCTION SALES are held at the Mart, Tokenhouse-yard, City, on the second and last Thursdays in each month, and on other days as occasion may require.

STIMSON & SONS undertake SALES and LETTINGS by PRIVATE TREATY, Valuations, Surveys, Negotiation of Mortgages, Receiverships in Chancery, References and Arbitrations, the Adjustment of Compensation and other Claims, Sales by Auction of Furniture and Stock, Collection of Rents, &c. Separate Lists of Property, Ground Rents for Sale, and Houses, Premises, &c., to be Let, are issued on the 1st of each month; and can be had gratis on application, or free by post for two stamps. No charge for insertion. Telegraphic address, "Servabo, London."

FULLER, HORSEY, SONS, & CASSELL,

11, BILLITER SQUARE, LONDON, E.C.
Established 1807.
AUCTIONEERS, VALUERS, AND SURVEYORS
OF
MILLS AND MANUFACTORIES.
PLANT AND MACHINERY
WHARVES AND WAREHOUSES.
Telegraphic Address—"FULLER HORSEY, LONDON."

MESSRS. HERRING, SON, & DAW,

AUCTIONEERS, ESTATE AGENTS, VALUERS,
Sanitary and Mortgage Surveyors,
6, IRONMONGER LANE, CHEAPSIDE, E.C.,
208, BRIXTON HILL, S.W., and
117, WESTERN ROAD, BRIGHTON. (Established 1778.)

MESSRS. H. GROGAN & CO., 101, Park-street, Grosvenor-square, beg to call the attention of intending Purchasers to the many attractive West-End Houses which they have for Sale. Particulars on application. Surveys and Valuations attended to.

PECKHAM, LAMBETH, and NOTTING HILL.

Valuable Freehold Ground-rents, amounting to £97 a year, secured upon property of the estimated rental value of £778 a year.

MESSRS. DRIVER & CO. will offer to AUCTION, at the MART, Tokenhouse-yard, E.C., on TUESDAY, 25th MAY, at TWO o'clock precisely, the following FREEHOLD GROUND-RENTS:—

Lot	Description.	Term unexpired from Midsummer, 1897.	Ground-rent.	Estimated Annual Rental.
		Years.	£ s. d.	£ s. d.
1	Waterman's Arms and Shop adjoining, being Nos. 44 and 46, Willow Brook-road, Peckham	15½	4 0 0	75 0 0
2	151, Lambeth-walk, Lambeth	12½	7 10 0	70 0 0
3	153, do. do.	12½	7 10 0	70 0 0
4	1, Bolwell-st, Lambeth-walk	12½	4 0 0	28 0 0
5	2, do. do.	12½	4 0 0	28 0 0
6	3, do. do.	12½	4 0 0	28 0 0
7	4, do. do.	12½	4 0 0	28 0 0
8	5, do. do.	12½	4 0 0	28 0 0
9	6, do. do.	12½	4 0 0	28 0 0
10	88, High-st, Notting-hill	54½	21 0 0	150 0 0
11	2, Pembridge-road, Notting-hill	54½	13 0 0	105 0 0
12	28, do. do.	54½	10 0 0	70 0 0
13	30, do. do.	54½	10 0 0	70 0 0
			£97 0 0	£778 0 0

Particulars of Messrs. Thorold, Brodie, & Bonham-Carter, Solicitors, 4, Regent-street, S.W.; and of Messrs. Driver & Co., 4, Whitehall, S.W.

BOUNDARY ROAD, ST. JOHN'S WOOD.

MESSRS. DRIVER & CO. will offer to AUCTION, at the MART, Tokenhouse-yard, E.C., on TUESDAY, 25th MAY, at TWO o'clock precisely, in Two Lots, the following PROPERTIES:

An improved LEASEHOLD GROUND-RENT of £11 12s per annum, secured upon No. 49, Boundary-road, comprising basement, ground and two floors over, with garden at rear, of the estimated annual value of £65. Let on lease for 99 years from Michaelmas, 1838, at £12 12s. a year, held for 99 years from Michaelmas, 1838, at a ground-rent of £1 a year; thus at Midsummer, 1897, there will be 40½ years unexpired.

A capital semi-detached RESIDENCE known as Raymead, No. 78, Boundary-road, containing entrance hall, three reception rooms, seven bed and dressing rooms, bath room, and the usual domestic offices. At rear is a large garden with tennis lawn, &c. Let on repairing lease for 21 years from Christmas, 1890, at £90 a year. Held for 99 years from Michaelmas, 1838, at a ground-rent of £17 a year; thus at Midsummer, 1897, there will be 40½ years unexpired.

Particulars of Messrs. Thorold, Brodie, & Bonham-Carter, Solicitors, 4, Regent-street, S.W.; and of Messrs. Driver and Co., 4, Whitehall, S.W.

AUCTION SALES.

MESSRS. FIELD & SONS' AUCTIONS take place MONTHLY, at the MART, and include every description of House Property. Printed terms can be had on application at their Offices. Messrs. Field & Sons undertake surveys of all kinds, and give special attention to Rating and Compensation Claims. Offices, 54, Borough High-street, and 52, Chancery-lane, W.C.

HOLLOWAY ROAD.

Choice Freehold Residence in main road, close to station, with large garden covering about half an acre, affording exceptional site for business premises, factory, &c.

MESSRS. ROBSON & PERRIN will submit the above Property to AUCTION, at the MART, on TUESDAY, MAY 11th, at TWO o'clock.

Particulars of Messrs. Biggs, Roche, & Co., Solicitors, 24, Lincoln's-inn-fields, W.C.; or at the Auctioneers' Offices, Finsbury-park, Hornsey, Harringay, and Stroud Green Stations, N.

ADVANCES ON NOTE OF HAND WITHOUT SURETIES.

MESSRS. EDWARDS & CO., of 17, Sackville-street, Piccadilly, are prepared to make ADVANCES from £50 upwards, or to treat most liberally with any gentleman introducing business of above nature.

No fees or delay and strictly private and reliable dealings guaranteed; references to bankers and solicitors if required.

N.B.—Repayments arranged to suit borrower's convenience.

JOHN GERMAN, SON, & BEVEN,

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